

State: Arkansas **Filing Company:** TIAA-CREF Life Insurance Company
TOI/Sub-TOI: L09G Group Life - Flexible Premium Adjustable Life/L09G.002 Joint (Last Survivor)
Product Name: TIAA-CREF Survivorship Universal Life
Project Name/Number: TIAA CREF Survivorship Universal Life/TGMJUL-2012

Filing at a Glance

Company: TIAA-CREF Life Insurance Company
Product Name: TIAA-CREF Survivorship Universal Life
State: Arkansas
TOI: L09G Group Life - Flexible Premium Adjustable Life
Sub-TOI: L09G.002 Joint (Last Survivor)
Filing Type: Form
Date Submitted: 08/17/2012
SERFF Tr Num: TCRE-128620659
SERFF Status: Closed-Approved-Closed
State Tr Num:
State Status: Approved-Closed
Co Tr Num: TGMJUL-2012

Implementation: On Approval
Date Requested:
Author(s): Patrick McGroarty, Peretz Perl, Karen Modric, Dee Sinkoe
Reviewer(s): Linda Bird (primary)
Disposition Date: 08/27/2012
Disposition Status: Approved-Closed
Implementation Date:

State Filing Description:

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General Information

Project Name: TIAA CREF Survivorship Universal Life Status of Filing in Domicile: Not Filed
Project Number: TGMJUL-2012 Date Approved in Domicile:
Requested Filing Mode: Review & Approval Domicile Status Comments:
Explanation for Combination/Other: Market Type: Group
Submission Type: New Submission Group Market Size: Small and Large
Group Market Type: Discretionary Overall Rate Impact:
Filing Status Changed: 08/27/2012 Deemer Date:
State Status Changed: 08/24/2012 Submitted By: Karen Modric
Created By: Dee Sinkoe
Corresponding Filing Tracking Number: TCRE-128620695

Filing Description:

Enclosed please find the TIAA-CREF Life Insurance Company Flexible Premium Last Survivor Universal Life Insurance Certificate, number TGMJUL-2012. This form is new and does not replace any form previously approved by your Department. We plan to introduce this form during the fourth quarter of 2012.

We assure you that we will comply with the following Rules & Regulations:

- Rule & Regulation 19 (Unfair Sex Discrimination in the Sale of Insurance)
- Rule & Regulation 49 (Notice Of The Arkansas Life And Health Insurance Guaranty Association Act)
- ACA 23-79-138 (Complaint Notice)

The attached certificate is to be issued under a master group contract (issued to Citigroup Trust Delaware, N.A. ("Trustee")). The trust company will serve as contract owner on behalf of the group consisting of the clients of M Financial Holdings, an independent insurance distributor, a third party financial service organization.

Form number TGMJUL-2012 will be used in conjunction with the following forms submitted under SERFF tracking number TCRE-128620695.

1. TCL-MGJAL.1 Last Survivor Aviation Limitation Endorsement
2. TCL-MGSPLIT.1 Certificate Split Option Rider
3. TCL-MGENSPLIT.1 Enhanced Certificate Split Option Rider
4. TCL-MGESTPROT.1 Estate Protection Rider

Certificate Form TGMJUL-2012 is our Last Survivor, Non-participating, Flexible Premium Adjustable Universal Life Insurance certificate.

Certificate form TGMJUL-2012 will be marketed with an illustration.

The certificate provides adjustable life insurance coverage on two insureds while the certificate is in force. The proceeds payable on death of the last surviving insured are the death benefit less any outstanding loan balance less any monthly deductions due and unpaid. The death benefit depends on the face amount, certificate value, premiums paid, death benefit option, and requirements of the Internal Revenue Code.

The certificate holder will select either Option A, with death benefits equal to the face amount; Option B, with death benefits equal to the sum of the certificate value and the face amount; or Option C, with death benefits equal to the sum of the face amount and premiums paid. The death benefit thus computed will be adjusted, if necessary, to comply with the Internal Revenue Code ("IRC") "definition of life insurance" as amended in Section 7702 by the Deficit Reduction Tax Act of 1984.

At issue, the certificate holder will select one of two IRC tests for compliance: the Cash Value Accumulation Test ("CVAT") and the Guideline Premium Test ("GPT"). Under the CVAT, the death benefit is always at least as great as the certificate value divided by the net single premium per dollar of death benefit. Under the GPT, the death benefit is always at least as great as the certificate value multiplied by the death benefit percentage for the younger insured's attained age. The net single premiums or death benefit percentages are listed in the certificate.

The variable (or John Doe) information on the certificate is shown on certificate data pages 5-10. Pages 5-10 reflect certificate

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benefits and premiums, and certificate charges, respectively. For illustrative purposes, we have inserted two versions of page 10 in form with a distinctive code number: one reflecting the Table of Net Single Premiums per \$1,000 of Death Benefit for the Cash Value Accumulation Test under Section 7702 of the Internal Revenue Code, and the other reflecting the Table of Death Benefit Corridor Factors for the Guideline Premium Test under Section 7702 of the Internal Revenue Code. When the certificate is issued, it will include the appropriate page 10 in form TGMJUL-2012.

Certificate TGMJUL-2012 contains the following benefits:

Accelerated Death Benefit Option - As a supplemental benefit the owner may accelerate the available proceeds if the surviving insured under form TGMJUL-2012 is terminally ill. Please refer to the Actuarial memorandum for additional details.

Charitable Benefit - In addition to the death benefit described above, the certificate will pay an extra benefit upon death of the last surviving insured if the certificate is still in force at that time. This extra benefit is paid to a charitable institution selected by the certificate holder and equals the lesser of \$100,000 and 1% of the base face amount. Supplemental face amount does not contribute to the amount of this extra benefit.

Loans - Certificate holders may take loans of amounts up to 100% of the certificate value subject to limits stated in the certificate. A portion of the certificate value equal to the outstanding loan principal will be taken from the investment accounts and set aside as collateral in the loan account. Each time a loan is taken or repaid and on each anniversary, collateral is transferred so that the loan account equals the outstanding loan balance including accrued interest. The interest rate credited to the loan account may differ from the rates credited to the unimpaired fixed accounts but will never be less than the guaranteed minimum rate.

Form number TGMJUL-2012 will be used with the following applications submitted under SERFF tracking number TCRE-128620695.

1. TCL-MFGFAP-G.2 LIFE INSURANCE ENROLLMENT FORM – PART I.
2. TCL-MFGAMD-G.2 AMENDMENT TO ENROLLMENT FORM
3. TCL-MFGAOW-G.2 AMENDMENT TO ENROLLMENT FORM
4. TCL-MFGARS-G.2 AGENT'S SECTION TCL-MFGAMD-G.2
5. TCL-MFGRPC-G REINSTATEMENT & CERTIFICATE CHANGE ENROLLMENT FORM
6. TCL-MFGSCH-G.2 CUSTOMIZED SCHEDULE
7. TCL-MFGTIA-G.2 TEMPORARY LIFE INSURANCE RECEIPT AGREEMENT
EXTENSION OF USE

We intend to use our Overloan Protection endorsement TGMOVRLOAN.1, previously approved by your department on January 20, 2012 under SERFF tracking number TCRE-127971740.

We wish to use our previously approved Aviation Questionnaire, form number F11218, approved by your Department on September 20, 2007 (Tracking Number 36842).

We also intend to use the following applications also previously approved by your department on January 20, 2012 under SERFF tracking number TCRE-127971740.

1. TCL-MFGTEL-G Telephone Authorization form
2. TCL-MFGMDE-G Life Insurance Enrollment Form - Part II – Medical report
3. TCL-MFGMED-G Medical Certification form
4. TCL-MFGACQ-G Avocation Supplement form
5. TCL-MFGAMI-G Senior Supplement
6. TCL-MFGGHS-G Health Statement

We have attached the following documents:

- Actuarial memorandum with exhibits

General Information

For your review, we have bracketed the variable text of the forms. Please be advised that the issued certificates and other forms will not contain variable language. The enclosed forms will be computer generated with the identical language approved by your Department. TIAA-CREF Life reserves the right to change duplex printing, line location of sentences and words, and the type font (but not the point size) of the forms without resubmitting them for approval.

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Company and Contact

Filing Contact Information

Pat McGroarty, Senior Contract Forms Specialist
 pmcgroarty@tiaa-cref.org
 730 Third Avenue
 730/3/33
 New York, NY 10017
 212-913-3284 [Phone]
 212-916-5903 [FAX]

Filing Company Information

TIAA-CREF Life Insurance Company	CoCode: 60142	State of Domicile: New York
730 Third Avenue	Group Code: 1216	Company Type: L&H
New York, NY 10017	Group Name: TIAA-CREF	State ID Number:
(212) 490-9000 ext. [Phone]	FEIN Number: 13-3917848	

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: 50 per certificate x 1 = 50
 Per Company: No

Company	Amount	Date Processed	Transaction #
TIAA-CREF Life Insurance Company	\$50.00	08/17/2012	61794736

SERFF Tracking #:

TCRE-128620659

State Tracking #:

Company Tracking #:

TGMJUL-2012

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/27/2012	08/27/2012
Approved-Closed	Linda Bird	08/24/2012	08/24/2012

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Flexible Premium Last Survivor Universal Life Insurance Certificate	Dee Sinkoe	08/24/2012	08/24/2012
Supporting Document	redline form	Dee Sinkoe	08/24/2012	08/24/2012

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Reopen Filing	Note To Filer	Linda Bird	08/24/2012	08/24/2012
Reopen Filing	Note To Reviewer	Dee Sinkoe	08/24/2012	08/24/2012

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Disposition

Disposition Date: 08/27/2012

Implementation Date:

Status: Approved-Closed

Comment: Corrections made to the original submission.

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Application		Yes
Supporting Document	Flesch Certification		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Actuarial Memorandum and Exhibits		No
Supporting Document	Required Certifications		Yes
Supporting Document	redline form		Yes
Form (revised)	Flexible Premium Last Survivor Universal Life Insurance Certificate		Yes
Form	Flexible Premium Last Survivor Universal Life Insurance Certificate	Replaced	Yes

State: Arkansas **Filing Company:** TIAA-CREF Life Insurance Company
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Disposition

Disposition Date: 08/24/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Supporting Document	Flesch Certification		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Actuarial Memorandum and Exhibits		No
Supporting Document	Required Certifications		Yes
Supporting Document	redline form		Yes
Form (revised)	Flexible Premium Last Survivor Universal Life Insurance Certificate		Yes
Form	Flexible Premium Last Survivor Universal Life Insurance Certificate	Replaced	Yes

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Amendment Letter

Submitted Date: 08/24/2012

Comments:

We have discovered an error in the form that was approved by your department on August 1, 2012. The error is as follows
 On page 16 of TGMJUL-2012 the first bullet under "Increasing Your Face Amount" was changed from "Both persons insured by this certificate may be living to "must" be living...".

Attached are the revised form and a redlined version showing the change made.

Thank you for your assistance

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
TGMJUL-2012-AR	Certificate	Flexible Premium Initial Last Survivor Universal Life Insurance Certificate					51.300	TGMJUL-2012-AR.pdf

Supporting Document Schedule Item Changes:

User Added -Name: redline form

Comment:

TGMJUL-2012-AR redline correct.pdf

State: Arkansas **Filing Company:** TIAA-CREF Life Insurance Company
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Note To Filer

Created By:

Linda Bird on 08/24/2012 01:15 PM

Last Edited By:

Linda Bird

Submitted On:

08/24/2012 01:15 PM

Subject:

Reopen Filing

Comments:

Filing has been re-opened in order for correction to be made.

State: Arkansas **Filing Company:** TIAA-CREF Life Insurance Company
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Note To Reviewer

Created By:

Dee Sinkoe on 08/24/2012 10:09 AM

Last Edited By:

Dee Sinkoe

Submitted On:

08/24/2012 10:09 AM

Subject:

Reopen Filing

Comments:

Can you please reopen this filing so tha twe may file a revised policy. An error was discovered and we would like to correct it before the form is issued.

Thank you for your assistance with this filing.

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Form Schedule

Lead Form Number: TGMJUL-2012-AR

Item No.	Schedule Item Status	Form Number	Form Type	Form Name	Action/Action Specific Data	Readability Score	Attachments
1		TGMJUL-2012-AR	CER	Flexible Premium Last Survivor Universal Life Insurance Certificate	Initial:	51.300	TGMJUL-2012-AR.pdf

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
OTH	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages



TIAA-CREF Life Insurance Company
730 Third Avenue
New York, NY 10017-3206
212 490-9000 1 800 223-1200

Your Flexible Premium Last Survivor Universal Life Insurance Certificate

PLEASE READ THIS CERTIFICATE CAREFULLY. This certificate states the rights that the owner(s) have under a **Group Insurance Contract (The Contract)** issued by TIAA-CREF Life Insurance Company to the **Contract Owner under a trust agreement**. This certificate is issued in consideration of the enrollment form and the payment of the first premium.

Subject to the conditions specified in this certificate, you may request to accelerate any or all of this certificate's death benefit. The receipt of an Accelerated Death Benefit payment may be taxable. As with all tax matters, you should consult a personal tax advisor before requesting an Accelerated Death Benefit payment. The death benefit and any accumulation values and cash values, and, if applicable, premium payments or cost of insurance charges, will be reduced if an accelerated death benefit is paid.

About this certificate

Throughout this document, you and your mean the owner or owners of the certificate named in the enrollment form or in any later change shown in our records. We, us and our refer to TIAA-CREF Life Insurance Company.

Your right to cancel this certificate

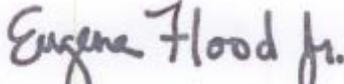
During the right to cancel period, you have the right to cancel this certificate and return it to us for a refund of your premium payments. The right to cancel period ends [30] days after you receive this certificate. To cancel your certificate, you must deliver or mail this document to us, along with a cancellation notice in a form satisfactory to us. If you send it by mail, it must be postmarked before the end of the right to cancel period, properly addressed and postage prepaid.

If you have any questions

If you have any questions about your certificate or any of our other services, please contact our administrative office at:

TIAA-CREF Life Insurance Company, [Insurance Service Center, P.O. Box XXX, Atlanta, GA 31139 or you may call us at Tel: 1 877 694 0305]


Secretary


Chairman of the Board of Directors

Key features of your Flexible Premium Last Survivor Universal Life Insurance Certificate

- **Adjustable death benefit**
- **Flexible premiums payable during either insured's lifetime**
- **Charitable Giving Benefit**
- **Pays death benefit proceeds when the last surviving person insured by the certificate dies**
- **Can be cashed in for its cash surrender value**
- **Non-Participating certificate. This certificate does not pay dividends**
- **Accelerated Death Benefit option, but you should consult a personal tax advisor first because the payment may be taxable**

About the contract and your certificate

The Contract (including a certificate and any riders and endorsements) constitutes the entire contract between TIAA-CREF Life and the contract owner, and the provisions therein alone will govern with respect to the rights and obligations of TIAA-CREF Life. The sole responsibility of the contract owner is to serve as a party to the Contract. The payment of premiums is the consideration for the contract.

Your legal agreement with us includes your enrollment form, this certificate and any riders or endorsements that are attached to it. It also includes enrollment forms or applications that are attached for any later changes you made to the certificate.

We have assumed that all statements you made in your enrollment form are true to the best of your knowledge and belief. We relied on these statements when we issued this certificate. These statements in the absence of fraud are representations only—they are not warranties. We will only use these statements to cancel this certificate or contest a claim if you made a material misrepresentation in your enrollment form.

Only our President, a Vice President or the Secretary may change the terms of this certificate or waive any of our rights or requirements under it.

You will find the detailed terms of your certificate in sections 2 and 3 of this document followed by the terms of any riders you have added. Section 1 is intended to be a summary only.

This document provides you with extensive information about your life insurance certificate. Please read it carefully and keep it in a safe place. We have divided it into three main sections.

Section 1 —A summary of your certificate

This section is a brief summary of your certificate. It tells you your certificate's key values, benefits and charges, and reminds you of the choices you made on your enrollment form.

Section 2 —How your certificate works

This section describes how the main benefits and features of your certificate work. It also explains the changes you can make to your certificate and other things you can do under it.

Certificate ownership and beneficiaries 12

Who owns your certificate
About your beneficiaries

The death benefit 14

What we pay to your beneficiaries
When we pay death benefit proceeds
Understanding the minimum death benefit
How death benefit proceeds are calculated
Changing your death benefit option
Changing the total Face Amount
Scheduled Face Amount increases
Accelerated death benefit
Charitable giving benefit

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Making premium payments
Limits on the premium payments you can make

Interest crediting. 20

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Making withdrawals
Surrendering your certificate

Your certificate value 23
How we calculate your certificate value
Monthly charges

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and cash surrender value** 26

Other things to know about your certificate 27
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Statements and reports we will send you
Illustration
Communicating with us
When we process payments
Misstatement of age or sex
Contesting the validity of your certificate
If a person insured by the certificate commits suicide
Certificate calculations
Dividends

Section 3 –Some definitions
This section explains some of the key terms we have used in the certificate 29

[Riders added Attached
Certificate Split Option
Enhanced Certificate Split Option
Estate Protection Rider]

[Endorsements added Attached
Aviation Limitation Endorsement
Overloan Protection Endorsement]

About your premium payments

Minimum first premium \$[1,000.00]
Planned premium \$[1,000.00]
Frequency of your planned premium [ANNUAL]

You can choose the amount and timing of your premium payments within certain limits. The planned premium is the scheduled premium you chose on your enrollment form. You do not have to pay your planned premiums, but if you do not, your certificate may lapse and your coverage may end if the certificate value less any outstanding loan is less than the deduction for the monthly charge when it is due.

Even if you pay all of your planned premiums, your certificate may still lapse and your coverage may end if the certificate value less any outstanding loan is less than the deduction for the monthly charge when it is due. We will give you a grace period of 61 days to make a minimum payment that is equal to any unpaid monthly charges plus three current monthly charges. If you do not pay it before the end of the grace period, your certificate will lapse.

The amount of coverage, and the length of time that your certificate remains in force, depends on:

- the amount and timing of your premium payments,
- whether you change the total Face Amount or your death benefit option,
- the withdrawals you take or loans you make,
- the amount of the monthly charges and premium expense charges,
- the interest rates on the fixed account and loan account, and
- whether you change rider benefits.

Tax test

Tax test [GUIDELINE PREMIUM TEST]

[Initial Guideline Level Premium [\$627.60]]

[Initial Guideline Single Premium [\$5,659.20]]

Certificate value The value of your certificate can change daily.

Certificate value depends on the amount and timing of your premium payments, the interest rates on the fixed account and the loan account, certificate charges, how much you have borrowed or withdrawn from the certificate and the level of certificate and rider benefits.

Loans, withdrawals and surrenders Any time after the right to cancel period ends you can take out a loan from us using your certificate as collateral. The maximum amount you can borrow is 100% of your certificate value.

The guaranteed maximum annual effective interest rates charged on outstanding loan amounts are [4.50%] in the first ten certificate years and [3.50%] thereafter.

In the first ten certificate years, the guaranteed minimum interest rate credited to the loan account is [2.50%]. After the tenth certificate year, the guaranteed minimum annual effective interest rate credited to the loan account is [3.00%]. In addition, the rate credited to loan account value will never be less than the rate charged on outstanding loan amounts less [2.00%].

You can take out all or part of your cash surrender value by making withdrawals or surrendering your certificate.

Fixed account In the first ten certificate years, the guaranteed minimum annual effective interest rate credited in the Fixed Account is [2.50%]. After the first ten certificate years, a 0.50% persistency bonus will be added to the annual effective interest rate for this certificate declared by us at that time. Including the 0.50% persistency bonus, the guaranteed minimum annual effective interest rate credited in the Fixed Account increases to [3.00%] after the first ten certificate years. The rates credited to the Fixed Account and loan account may differ from each other.

**Guaranteed maximum monthly cost of insurance rates
per \$1,000 of net amount at risk**

We base the monthly cost of insurance charge on the current cost of insurance rates that apply to the net amount at risk. For the initial base, initial supplemental, and scheduled supplemental Face Amounts, our current cost of insurance rates will never be greater than the guaranteed maximum monthly cost of insurance rates shown in this table. The guaranteed maximum monthly cost of insurance rates are based on the certificate year, and the issue ages, genders and underwriting classes of each person insured by the certificate. You will find more about the monthly cost of insurance charge in Section 2.

CERTIFICATE YEAR	GUARANTEED MAXIMUM MONTHLY RATE	CERTIFICATE YEAR	GUARANTEED MAXIMUM MONTHLY RATE	CERTIFICATE YEAR	GUARANTEED MAXIMUM MONTHLY RATE
1	0.000081	30	0.202074	59	13.618298
2	0.000262	31	0.241047	60	15.166229
3	0.000478	32	0.285826	61	17.013106
4	0.000727	33	0.336942	62	18.772943
5	0.001018	34	0.396405	63	20.601219
6	0.001362	35	0.464330	64	21.190954
7	0.001775	36	0.545537	65	22.348278
8	0.002282	37	0.641687	66	24.017876
9	0.002908	38	0.761021	67	25.719757
10	0.003692	39	0.897831	68	27.631269
11	0.004670	40	1.054298	69	29.733563
12	0.005838	41	1.235246	70	32.066502
13	0.007297	42	1.443083	71	34.606978
14	0.008882	43	1.686363	72	37.236864
15	0.010768	44	1.971894	73	39.951802
16	0.013156	45	2.302686	74	42.702483
17	0.016072	46	2.680477	75	45.577632
18	0.019799	47	3.149034	76	48.529634
19	0.024299	48	3.678985	77	51.387584
20	0.029911	49	4.253278	78	54.177850
21	0.036943	50	4.901112	79	56.749131
22	0.045454	51	5.636633	80	60.298242
23	0.055591	52	6.395372	81	63.630126
24	0.066987	53	7.350130	82	67.092358
25	0.080368	54	8.374027	83	70.879341
26	0.096408	55	9.467780	84	74.408945
27	0.116001	56	10.539794	85	78.002104]
28	0.140124	57	11.306022		
29	0.168707	58	12.321989		

[Supplemental Face Amount Schedule

The following represents the Scheduled Increases you have selected for this certificate at the time of your enrollment form. Scheduled increases are applied on the certificate anniversary of the scheduled years.

Certificate anniversary	Scheduled Increase amount		Certificate anniversary	Scheduled Increase amount		Certificate anniversary	Scheduled Increase amount
[1	0.00		30	0.00		59	0.00
2	0.00		31	0.00		60	0.00
3	0.00		32	0.00		61	0.00
4	0.00		33	0.00		62	0.00
5	0.00		34	0.00		63	0.00
6	0.00		35	0.00		64	0.00
7	0.00		36	0.00		65	0.00
8	0.00		37	0.00		66	0.00
9	0.00		38	0.00		67	0.00
10	0.00		39	0.00		68	0.00
11	0.00		40	0.00		69	0.00
12	0.00		41	0.00		70	0.00
13	0.00		42	0.00		71	0.00
14	0.00		43	0.00		72	0.00
15	0.00		44	0.00		73	0.00
16	0.00		45	0.00		74	0.00
17	0.00		46	0.00		75	0.00
18	0.00		47	0.00		76	0.00
19	0.00		48	0.00		77	0.00
20	0.00		49	0.00		78	0.00
21	0.00		50	0.00		79	0.00
22	0.00		51	0.00		80	0.00
23	0.00		52	0.00		81	0.00
24	0.00		53	0.00		82	0.00
25	0.00		54	0.00		83	0.00
26	0.00		55	0.00		84	0.00]
27	0.00		56	0.00			
28	0.00		57	0.00			
29	0.00		58	0.00			

]

[

TABLE OF DEATH BENEFIT FACTORS

Death Benefit Factors are used to calculate the minimum death benefit. (See applicable provision on page [14]).

YEAR	FACTOR		YEAR	FACTOR		YEAR	FACTOR
[1	250%		30	122%		59	102%
2	250%		31	120%		60	101%
3	250%		32	119%		61	100%
4	250%		33	118%		62	100%
5	250%		34	117%		63	100%
6	250%		35	116%		64	100%
7	243%		36	115%		65	100%
8	236%		37	113%		66	100%
9	229%		38	111%		67	100%
10	222%		39	109%		68	100%
11	215%		40	107%		69	100%
12	209%		41	105%		70	100%
13	203%		42	105%		71	100%
14	197%		43	105%		72	100%
15	191%		44	105%		73	100%
16	185%		45	105%		74	100%
17	178%		46	105%		75	100%
18	171%		47	105%		76	100%
19	164%		48	105%		77	100%
20	157%		49	105%		78	100%
21	150%		50	105%		79	100%
22	146%		51	105%		80	100%
23	142%		52	105%		81	100%
24	138%		53	105%		82	100%
25	134%		54	105%		83	100%
26	130%		55	105%		84	100%
27	128%		56	105%		85	100%]
28	126%		57	104%			
29	124%		58	103%			

[Net single premiums per \$1,000 of death benefit

We use the net single premium to calculate the minimum death benefit. We base the net single premium on the certificate year, and the issue ages, genders and underwriting classes of each person insured by the certificate. The net single premium may also be affected by any riders you have added to this certificate.

YEAR	FACTOR		YEAR	FACTOR		YEAR	FACTOR
[1	138.23		30	420.88		59	874.20
2	143.76		31	436.17		60	886.19
3	149.51		32	451.83		61	898.30
4	155.48		33	467.85		62	910.98
5	161.69		34	484.22		63	925.17
6	168.15		35	500.92		64	942.91
7	174.86		36	517.93		65	966.82
8	181.84		37	535.20		66	1,000.00
9	189.08		38	552.69		67	1,000.00
10	196.62		39	570.34		68	1,000.00
11	204.44		40	588.12		69	1,000.00
12	212.57		41	605.97		70	1,000.00
13	221.01		42	623.86		71	1,000.00
14	229.78		43	641.74		72	1,000.00
15	238.88		44	659.52		73	1,000.00
16	248.33		45	677.14		74	1,000.00
17	258.13		46	694.52		75	1,000.00
18	268.29		47	711.55		76	1,000.00
19	278.83		48	728.10		77	1,000.00
20	289.75		49	744.13		78	1,000.00
21	301.06		50	759.65		79	1,000.00
22	312.76		51	774.57		80	1,000.00
23	324.85		52	788.93		81	1,000.00
24	337.35		53	802.64		82	1,000.00
25	350.25		54	815.53		83	1,000.00
26	363.57		55	827.65		84	1,000.00
27	377.31		56	839.13		85	1,000.00]
28	391.44		57	850.55			
29	405.97		58	862.30			

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Section 2 —How your certificate works

Certificate ownership and beneficiaries

This section of your certificate tells you about owners, beneficiaries and exchanges.

Who owns your certificate

The owner is the person or persons named in the enrollment form who make the decisions about the certificate and its benefits while either of the persons insured by the certificate is living. The owner of this certificate appears in Section 1. If you did not name an owner on your enrollment form, the persons insured by the certificate are the owners.

Your rights as a certificate owner

As the certificate owner, you have the following rights:

- to transfer ownership or assign the certificate;
- to change the beneficiary(ies);
- to receive benefits and choose payment methods for them;
- to change the amount or timing of premiums;
- to change the death benefit option;
- to change the total Face Amount;
- to reinstate the certificate if it lapses;
- to take out a loan, make a withdrawal or surrender the certificate; or
- to change riders.

If you have named an irrevocable beneficiary, you will need his or her permission to make all of these decisions, except to change the amount or timing of premiums and to reinstate the certificate if it lapses.

If this certificate has more than one owner and one of you dies, the surviving owner will hold all rights under the certificate. If the last surviving owner dies, his or her estate will own the certificate, unless you give us your written instructions to the contrary.

Assigning the certificate

You can assign your certificate in two ways:

- A *collateral* assignment does not change the ownership of the certificate, but your rights and the rights of your revocable beneficiary or any other person will be subject to the assignment.
- An *absolute* assignment means the person or organization you assign the certificate to will become the new owner.

We must receive a copy of the assignment before we consider it effective. We are not responsible for the validity of any assignment.

We reserve the right to reject assignments that we reasonably believe are intended to develop a secondary market for the certificate, such as selling the certificate to a “factoring company” that pays a discounted lump sum in return for assignments of future death benefits.

Transferring ownership

You can transfer ownership of this certificate by submitting your assignment of ownership to us in writing. If your assignment of ownership is absolute you will no longer have any ownership rights in the certificate. The new owner will have all the rights under the certificate.

The transfer of ownership may be requested at any time during the lifetime of either insured. The change of ownership will be effective on the date the written request for assignment of ownership is signed, whether or not either insured is living when the request is received by us. We are not liable for any payment made or action taken before the date we receive the written assignment of ownership.

About your beneficiaries

The beneficiary(ies) is (are) the person or persons you named in your enrollment form, or in a written form subsequent to the submission of your enrollment form, to receive the death benefit proceeds when the last surviving person insured by the certificate dies. Here are some things you need to know about beneficiaries:

- Each *primary beneficiary* you have named will receive an equal share of the death benefit proceeds unless you instruct us in writing otherwise. If one primary beneficiary dies, his or her share will be divided equally among the surviving primary beneficiaries unless you give us your written instructions to the contrary.
- Each *contingent beneficiary* you have named will receive an equal share of the death benefit proceeds if none of the primary beneficiaries are living when the death benefit proceeds are payable, unless you give us your written instructions to the contrary. If one contingent beneficiary dies, his or her share will be divided equally among the surviving contingent beneficiaries unless you give us your written instructions to the contrary.
- If none of your beneficiaries are living when the last surviving insured dies or if you have not named a beneficiary, you as the certificate owner will receive the proceeds. If you are no longer living, the proceeds will go to your estate.

Changing your beneficiary

- You can change revocable beneficiaries any time before the death of the last surviving insured.
- Beneficiary designations and changes to beneficiary designations must be in writing.
- If the beneficiary is an irrevocable beneficiary, you must obtain the consent of the irrevocable beneficiary to designate a new revocable or irrevocable beneficiary.
- If acceptable to us, the change will take effect as of the date the request is signed, whether or not the last surviving insured is living when the request is received by us. We are not liable for any payment made or action taken before the date we receive the written request for the change.

The death benefit

The amount of your certificate's death benefit depends on the death benefit option you chose on your enrollment form. We offer three options under this certificate. The option you chose appears in Section 1.

- Option A – the death benefit will be the same as your certificate's total Face Amount. This is known as a level death benefit.
- Option B – the death benefit will equal your certificate's total Face Amount plus your certificate value. This is known as an increasing death benefit.
- Option C – the death benefit will equal your certificate's total Face Amount plus all premiums credited to the certificate since the certificate issue date. This is known as the return of premium death benefit.

The death benefit under any option will never be less than the *minimum death benefit*. You will find more about the minimum death benefit later in this section. When the younger person insured by the certificate reaches age 120, the death benefit provided by any supplemental Face Amount layers of coverage will terminate. The death benefit provided by base Face Amount layers will continue until the last surviving Insured's death, certificate lapse, or surrender. To determine the death benefit provided by each layer of coverage, certificate value and premiums paid are allocated among layers in proportion to each layer's Face Amount.

What we pay to your beneficiaries

The amount we ultimately pay to your beneficiaries is called *death benefit proceeds*. This section tells you when we pay them, how we calculate them and changes you can make to your certificate's death benefit.

When we pay death benefit proceeds

We pay the death benefit proceeds to your beneficiaries after we have received due proof of the death of both of the persons insured and all information and documents requested by us.

- Both persons must have died while the certificate is in force. If both persons insured by the certificate die at the same time, or if it is unclear who dies first, we will assume the younger of the two died later.
- You can choose for your beneficiaries to receive the death benefit proceeds in a lump sum or in monthly payments. If you do not choose a payment method, your beneficiary can choose one when he or she makes a claim.
- If either person insured by this certificate commits suicide within two years of this certificate's issue date, we will pay you only the premiums you have paid, less any outstanding loan amount and withdrawals you have made. You will find more about this in *If a person insured by the certificate commits suicide*.

Understanding the minimum death benefit

For your certificate to qualify as life insurance under federal tax law, your death benefit must at least equal the minimum death benefit. If your death benefit under any death benefit option would be less than the minimum death benefit, we will increase your death benefit to the minimum death benefit.

We use one of two tax tests to calculate the minimum death benefit. You will find the test for your certificate in Section 1. This test cannot be changed once we have issued your certificate.

If your tax test is the cash value accumulation test, we calculate the minimum death benefit by multiplying your certificate value by 1,000, and then dividing that amount by the net single premium shown in Section 1.

If your tax test is the guideline premium test, the minimum death benefit is your certificate value multiplied by a death benefit factor. You will find a table showing death benefit factors in Section 1.

How death benefit proceeds are calculated

We calculate the amount of the death benefit proceeds as of the end of the date the last surviving person insured by the certificate dies. Death benefit proceeds will equal the death benefit under the option you have chosen minus any outstanding loan amount and any unpaid monthly charges.

Changing your death benefit option

You can change your death benefit option at any time on or after your first certificate anniversary while your certificate is in force. Here is how it works:

- You must send us your request in writing.
- The change will become effective either on the date we approve it, if that date is a monthly charge date as defined in Section 1 or on the first monthly charge date that follows the date we approve the change. We will make the change before we deduct the monthly charge.
- We will not allow any change in death benefit option that prevents the certificate from qualifying as life insurance under federal tax law.
- If a change in death benefit option would cause your certificate to be classified as a modified endowment contract, we will not process the change until you send us your written confirmation of the acceptance of the classification as a modified endowment contract.
- We will send you a certificate endorsement after we make the change.

Changing from Option A to Option B or Option C

Here is what you need to know about changing from Option A to Option B or Option C:

- Both persons insured by the certificate must be living at the time of the change and you must give evidence of insurability satisfactory to us.
- After the change, the total Face Amount cannot be less than the minimum total Face Amount shown in Section 1.
- We will decrease the total Face Amount by the certificate value if switching to Option B or by accumulated premiums paid if switching to Option C so that your death benefit is approximately the same on the date of the change.
- We will decrease the total Face Amount on the effective date of the change. The decrease will be applied first to supplemental Face Amount layers from most recent to oldest and then to base Face Amount layers from most recent to oldest.

Changing from Option B or Option C to Option A

Here is what you need to know about changing from Option B or Option C to Option A:

- Both persons insured by the certificate must be living at the time of the change and you must give evidence of insurability satisfactory to us.
- We will increase the total Face Amount by the certificate value if switching from Option B or by accumulated premiums paid if switching from Option C so that your death benefit is approximately the same on the date of the change.
- We will increase the total Face Amount on the effective date of the change. The increase will apply to the most recent layer of coverage. If both a base and a supplemental layer are the most recent, the increase will apply to the most recent base layer.

Changing from Option B to Option C or from Option C to Option B

Here is what you need to know about changing from Option B to Option C or from Option C to Option B:

- Both persons insured by the certificate must be living at the time of the change and you must give evidence of insurability satisfactory to us.
- We will adjust the total Face Amount by the certificate value minus accumulated premiums paid so that your death benefit is approximately the same on the date of the change. A change from Option B to Option C will add this adjustment to the total Face Amount. A change from Option C to Option B will subtract this adjustment from the total Face Amount.
- We will adjust the total Face Amount on the effective date of the change.
- Any increase in the total Face Amount will apply to the most recent layer of coverage. If both a base and a supplemental layer are the most recent, the increase will apply to the most recent base layer.
- Any decrease in the total Face Amount will apply first to supplemental layers of coverage from most recent to oldest and then to base layers of coverage from most recent to oldest.

Changing the total Face Amount

Your certificate's total Face Amount is the amount of insurance coverage on the issue date. This will include the base Face Amount plus any supplemental Face Amount chosen. You will find the total Face Amount in Section 1.

The total Face Amount may change if any of the following happens:

- you ask us to increase or decrease either the base Face Amount and or the supplemental Face Amount;
- you change your death benefit option;
- you make any withdrawals; or
- you accelerate your death benefit.

You can ask us to increase or decrease the base Face Amount and/or the supplemental Face Amount at any time starting on your first certificate anniversary. You must send us your written request while your certificate is in force.

The increase or decrease will become effective either the same date we approve it, if that date is a monthly charge date, or on the first monthly charge date that follows the date we approve the change. Once we have approved the change, we will send you a certificate endorsement showing your new total Face Amount.

Increasing the total Face Amount

Here is what you need to know about increasing the total Face Amount:

- Both persons insured by the certificate must be living and neither may have reached age 91 on the date we receive your request.
- You must give evidence of insurability satisfactory to us.
- Each increase you request must be at least \$50,000.
- Each increase you request will have its own underwriting classes and cost of insurance rates.
- We will apply the tax test shown in Section 1 to any increase in the total Face Amount to make sure your certificate still qualifies as life insurance under federal tax law.
- We reserve the right to limit increases in the total Face Amount to one increase in any 12-month period.

Decreasing the total Face Amount

Here is what you need to know about decreasing the total Face Amount:

- You must submit an acceptable request to decrease the total Face Amount.
- At least one person insured by the certificate must be living on the date we receive your request.
- Decreasing the Total Face Amount will decrease the Death Benefit Proceeds. See "Death Benefit."
- Each decrease you request must be at least \$25,000.
- The total Face Amount after the decrease must not be less than the minimum total Face Amount for this certificate.
- To apply the decrease, we will first reduce any supplemental layers of Face Amount from most recent to oldest and then base layers of Face Amount from most recent to oldest.
- We will not allow any decrease in Face Amount that prevents the certificate from qualifying as life insurance under federal tax law.
- If a decrease in Face Amount would cause your certificate to be classified as a modified endowment contract, we will not process the decrease until you send us your written confirmation of the acceptance of the classification as a modified endowment contract.
- Any decrease will be effective on the Monthly Charge Date on or next following the date we approve your request.
- A requested decrease in total Face Amount will cancel any future increases in supplemental Face Amount that were scheduled when this certificate was issued. For this purpose, cancellation of a scheduled increase will be considered a requested decrease in total Face Amount.

Scheduled Face Amount increases

When this certificate is issued, you can schedule future increases to this certificate's supplemental Face Amount. Increases cannot be scheduled after certificate issue, and scheduled increases cannot increase the base Face Amount. Any scheduled increases for this certificate are shown in Section 1. The same underwriting classes will apply to all scheduled increases in supplemental Face Amount and to any Face Amount in force at issue. If you decline a scheduled increase or request a decrease in Face Amount, other than a decrease caused by a death benefit option change or partial withdrawal, then all future scheduled increases will be cancelled.

Accelerated death benefit

If one of the persons insured by your certificate has died and the last surviving person insured by the certificate is diagnosed with a terminal illness, you can apply to get any or all of your certificate's death benefit early. This is called *accelerating your death benefit*. You must submit your completed application to us along with documentation from a licensed physician certifying that the person with the terminal illness is expected to live 12 months or less. You can only get your death benefit early once, and we will make the payment in a lump sum.

You should consult a personal tax advisor before applying to get your death benefit early because the payment may be taxable. Getting your death benefit early may also affect your eligibility for Medicaid and other government assistance programs.

When determining the amount of death benefit provided by each layer of coverage, certificate value and premiums paid are allocated among layers in proportion to each layer's Face Amount. Death benefits provided by any riders attached to this certificate may be accelerated only if indicated in those riders.

The minimum amount you can apply for is \$50,000 or 25% of the death benefit available on the date we approve your application, whichever is less.

If we approve your application to accelerate your death benefit, we will deduct the following from the death benefit amount you have asked for before making a payment:

- one year of interest on the death benefit amount at a rate equal to the greater of:
 - the current yield on 90-day Treasury bills on the date we approve your application; or
 - the current maximum statutory adjustable certificate loan interest rate equal to the Moody's Corporate Bond Yield Average – Monthly Average Corporates, published by Moody's Investors Service, Inc., for the calendar month ending two months prior to the date we approve your application. If Moody's Corporate Bond Yield Average–Monthly Average Corporates is no longer published, we'll use a similar monthly average that's acceptable to the insurance department in the state where we delivered this certificate,
- an administrative expense charge of up to \$200;
- any unpaid amounts due within your certificate's grace period on the date we approve your application; and
- any outstanding loan amount on the date we approve your application, multiplied by the ratio of the amount of death benefit you are getting early to the total death benefit under your certificate on the date we approve your application.

If you only get part of your death benefit early, the rest of your certificate's death benefit will remain in place. We will continue to deduct monthly charges from your certificate value.

Here is how to apply to get your death benefit early:

- Submit your completed application, provided by us, along with documentation from a licensed physician certifying that the last surviving person insured by the certificate has a terminal illness and 12 months or less to live. The terminal illness cannot be caused by intentionally self-inflicted injuries.
- Submit due proof of death that the first insured has died.
- You need written consent in a form satisfactory to us from any irrevocable beneficiary or anyone to whom you have assigned the certificate before we can make a payment.
- If you are applying to get all of your death benefit early, send this certificate and any riders you have added with your application. If you are only applying for part of the death benefit, we will send you a certificate endorsement once we approve your application.
- The last surviving person insured by the certificate must be living and your certificate must be in force when we approve your application. If that person dies before we make the payment to you, we will pay the death benefit proceeds to your beneficiary.
- We will not approve your application if you are applying to get the death benefit to satisfy any judgments against you, to satisfy the claims of any creditor, or to apply for, receive or maintain any government sponsored benefit or entitlement, or any other form of public assistance.

How getting the death benefit early affects your certificate

If you choose to get all of your death benefit early, your certificate will end. That means it will no longer have any value.

If you choose to get only part of your death benefit early, we will reduce your Face Amount, certificate value and any outstanding loan amount by the ratio of the amount of death benefit you got early to the total death benefit on the date we approved your application.

When we reduce your Face Amount, we will first reduce any supplemental Face Amount layers of coverage from most recent to oldest. Then we will reduce base Face Amount layers of coverage from most recent to oldest.

Getting the death benefit early will not affect our rights to contest your certificate. You will find more about this in *Contesting the validity of your certificate*.

In the event of the suicide of either person insured by this certificate, while sane or insane, after an accelerated death benefit is paid and within two years from this certificate's issue date, the death benefit proceeds payable will be limited to the amount, if any, by which the premiums paid less any outstanding loan amount and withdrawals exceed the accelerated death benefit payment.

In the event of the suicide of either person insured by this certificate, while sane or insane, after an accelerated death benefit is paid and within two years from the effective date of an increase in Face Amount or a change in death benefit option for which evidence of insurability had been provided, our liability will be limited to any unaccelerated portion of the death benefit proceeds that would have been payable had such increase or change not taken effect. We will also refund to your certificate value any additional monthly charges associated with such increase or change.

We will provide a benefit payment notice to you at the time the accelerated death benefit payment is made by us. Such notice will reflect the dollar amount of the accelerated death benefit payment, the unaccelerated portion of this certificate's death benefit, if any, and any remaining Face Amount, certificate value or outstanding loan amount.

Charitable Giving Benefit

The Charitable Giving Benefit pays, upon the death of the last surviving insured, an additional death benefit, over and above the benefit described in the section of this certificate titled *The death benefit*. The additional benefit equals one percent (1%) of this certificate's base Face Amount, but the additional benefit can be no greater than \$100,000. Any Supplemental Face Amount does not increase the amount of the additional benefit. The Charitable Giving Benefit is only payable if you name a beneficiary for this benefit before the last surviving insured's death.

The designated beneficiary of the additional benefit must be an institution accredited as a charity with the IRS under section 501(c)(3).

Multiple beneficiaries may be provided and will share equally in the distribution unless you provide other instructions in a form satisfactory to us. Beneficiaries may be changed at any time during the life of the certificate.

If you accelerate your death benefit as described in Accelerated death benefits, the portion of the Charitable Giving Benefit corresponding to the amount of the accelerated death benefit will also be paid to the designated beneficiary of the Charitable Giving Benefit at the time of the acceleration.

All about premiums

Your certificate gives you the flexibility to vary the amount and timing of your premium payments. Limitations on varying the amount and timing of your premium payments are described below in *Making premium payments* and *Limits on the premium payments you can make*. We deduct a premium expense charge from each premium payment, and then allocate your net premium to the fixed account on the business day we receive your payment. You will find more about when our current charges may change in *Changing our charges*.

Making premium payments

You will find your minimum first premium payment in Section 1. It was due on your certificate's issue date. Your insurance coverage started when you paid this premium and we issued your certificate.

You can schedule the amount and frequency of the rest of your premium payments. We refer to scheduled premium payments as *planned premiums*. Here is how it works:

- You will find the amount and frequency of your planned premium in Section 1. You chose these on your enrollment form.
- You can change the amount and timing of your planned premium. Your planned premium must be at least \$50.
- We will send you a notice to remind you of your planned premium payment. We will not send a notice if you have chosen to make scheduled electronic payments. You are not required to make planned premium payments, but if you miss a payment, your certificate may be in danger of lapsing, which means your insurance coverage would end. Even if you make all your planned premium payments, your certificate could still lapse if its certificate value less any outstanding loan is not enough to cover your monthly charges. You will find more about lapsing in *Lapsing and reinstatement*.
- You can make additional premium payments of at least \$50 at any time.
- We reserve the right to limit total premium payments to \$500,000 within a certificate year.
- While this certificate is in force, we will accept premium payments while either person insured by the certificate is living and the younger insured has not yet reached age 120.
- We will treat any payment you make during the life of your certificate as a premium unless you tell us otherwise.
- After the first premium payment you must send all premium payments to our administrative office unless we tell you otherwise.
- The payment of planned premiums does not guarantee that your certificate will stay in force until the younger insured reaches age 120.

Limits on the premium payments you can make

Federal tax law may limit the amount of premium payments you can make.

If your certificate's tax test is the guideline premium test, we will refuse to accept all or part of a premium payment if, by accepting it, your certificate would no longer qualify as life insurance under federal tax law. You will find the tax test for this certificate in Section 1.

We may refuse to accept all or part of a premium payment if, by accepting it, your net amount at risk will immediately increase. We will accept your premium payment in this situation if you give evidence of insurability satisfactory to us.

If accepting all or part of a premium payment would cause your certificate to be classified as a modified endowment contract, we will refuse to accept all or part of that premium payment unless you tell us in writing to accept it. A modified endowment contract is still considered to be life insurance under federal tax law, but it does not receive all the tax advantages of other life insurance contracts.

If we return a premium payment to you, we will send it no later than 60 days after the end of the certificate year in which you paid the premium. We will not return a premium payment if it would cause your certificate to lapse. You will find more about lapsing in *Lapsing and reinstatement*.

Interest Crediting

The certificate value earns interest at a rate no less than the minimum annual rate shown in Section 1. We may offer a higher rate if we choose. The rate we offer on the fixed account may be different than the interest rate on the loan account.

Loans, withdrawals and surrenders

You can get access to all or some of your certificate value while your certificate is in force by making partial withdrawals or surrendering your certificate. You can also take out a loan from us using your certificate as collateral.

About loans

You can borrow money from us any time after *Your right to cancel this certificate* period ends and while at least one of the persons insured by the certificate is living. You should consult a personal tax advisor before taking out a loan.

When you borrow money from us, we use your certificate value as collateral. You pay interest on the amount you borrow. The certificate value set aside to secure your loan also earns interest. Here is how it works:

- The loan will take effect at the end of the business day we receive your request in writing.
- To secure the loan, we transfer an amount equal to the amount you are borrowing from your certificate value in the fixed account to the loan account.
- The amount of certificate value in the loan account earns interest. You will find more about the loan account later in this section. You will find more about how we calculate certificate value in the loan account in *Your certificate value*.
- Taking out a loan may affect your certificate value because the amount set aside in the loan account may earn interest at a different rate than certificate value in the fixed account.
- Interest owed on the amount you have borrowed accrues daily at an annual rate set by us. You will find more about our interest rates later in this section.
- Interest that has accrued during a certificate year is due on your certificate anniversary and whenever the certificate value less any outstanding loan is not enough to cover the monthly charge. If you do not pay the interest when it is due, we will add it to the amount of your loan and start accruing interest on the new balance from the date it was due.
- On each certificate anniversary, if your outstanding loan amount is greater than your certificate value in the loan account, we will transfer the difference from the fixed account to the loan account.

On any monthly charge date, if the outstanding loan amount plus the monthly charge exceeds the certificate value, your certificate will enter the grace period. You will find more about the grace period in *The grace period*.

How much you can borrow

- The minimum amount you can borrow is \$500. The maximum amount you can borrow is your certificate value.

Throughout this certificate, your *outstanding loan amount* means the amount in the loan account plus any interest you owe on any loans.

Loan interest rates

We charge you interest on your loan balance at a rate shown in Section 1.

Loan account interest rate

Amounts in the loan account earn interest. The annual interest rate will never be less than the guaranteed minimum interest rate for the loan account as indicated in Section 1.

Repayment of your loan

You can repay all or part of your outstanding loan amount any time while your certificate is in force. The minimum loan payment you can make is \$100 or your outstanding loan amount, whichever is less. We will not deduct a premium expense charge from any loan payment you make.

We will reduce your outstanding loan amount by the amount of your loan payment. We will also transfer the amount of your loan payment from the loan account to the fixed account.

If you do not repay your loan, we will deduct your outstanding loan amount from the death benefit proceeds when the last surviving person insured by the certificate dies. You will find more about this in *How death benefit proceeds are calculated*.

Making withdrawals

You can make withdrawals starting on your certificate's first anniversary as long as the certificate is in force and at least one of the persons insured by the certificate is living.

Here is how it works:

- We will process the withdrawal at the end of the business day we receive your written request.
- Each withdrawal must be at least \$500.
- We reserve the right to reduce the amount we send you by a \$20.00 service charge.
- We will send you a certificate endorsement showing you any changes in your certificate's benefits and values after you have made a withdrawal.
- We will not allow any withdrawal that prevents the certificate from qualifying as life insurance under federal tax law.
- If a withdrawal would cause your certificate to be classified as a modified endowment contract, we will not process the withdrawal until we receive your written confirmation of your acceptance of the classification as a modified endowment contract.

How withdrawals affect the Face Amount

If you have chosen death benefit Option B, making a withdrawal will not reduce your certificate's Face Amount. If you have chosen death benefit Option A or C, the Face Amount will be reduced by the amount withdrawn. Face decreases will be applied first to supplemental Face Amount layers from most recent to oldest and then to base Face Amount layers from most recent to oldest.

Surrendering your certificate

If you surrender your certificate for its cash surrender value, your insurance coverage under this certificate will end. The cash surrender value is your certificate value less any outstanding loan amount. We will calculate the cash surrender value on the business day we receive your signed request and that is the date our liability will end.

Your certificate value

Certificate value depends on the amount and timing of your premium payments, the interest rates on the fixed account and the loan account, certificate charges, how much you have borrowed or withdrawn from the certificate, and the level of certificate and rider benefits.

How we calculate your certificate value

Your certificate value is equal to the total amount allocated to the fixed account and the loan account. You will find more about the loan account in *Loans, withdrawals and surrenders*.

We will adjust your certificate value if we find out that you stated the age or gender of either of the persons insured by the certificate incorrectly on your enrollment form and at least one of the two people insured by the certificate is living. We will retroactively adjust the certificate value to reflect the monthly charges we should have deducted for the correct age or gender of either person. You will find more about this in *Monthly charges*.

Calculating certificate value in the fixed account

On the certificate date, the certificate value in the fixed account equals the net premiums allocated to this account less the first monthly charge deducted from this account.

To calculate total certificate value in the fixed account on any day, we start with the net premiums you have allocated to the account. Then we add any accrued interest and loan repayments.

Finally, we subtract:

- any monthly charges deducted from the account;
- any withdrawals you have made from the account; and
- any amounts transferred from the account to the loan account.

Calculating certificate value in the loan account

To calculate the total certificate value in the loan account on any day, we add:

- any amounts transferred into the account; and
- any interest credited to the account.

Finally, we subtract:

- any transfers out of the account.

Monthly charges

We deduct a monthly charge from your certificate value on each monthly charge date. We will stop deducting the monthly charge when the younger person insured by the certificate reaches age 120.

The monthly charge has three parts:

Certificate fee

You will find the guaranteed maximum certificate fee in Section 1.

Cost of insurance charge

Here is how we calculate the cost of insurance charge:

- first we divide the net amount at risk by \$1,000; and
- then we multiply that amount by the monthly cost of insurance rate per \$1,000 of net amount at risk.

Different cost of insurance rates may apply to the net amount at risk for the initial base Face Amount, each increase in the base Face Amount, and any supplemental Face Amounts you have asked for. The net amount at risk is equal to the death benefit divided by 1.00246627 minus the certificate value evaluated before the monthly charges have been deducted. The net amount at risk can never be less than zero.

When we are calculating net amount at risk, we allocate the certificate value and premiums paid to each layer of Face Amount in proportion to the total Face Amount. If we have increased your death benefit in accordance with the minimum death benefit, we allocate that increase to each layer of Face Amount in proportion to the total Face Amount.

The monthly cost of insurance rates for the net amount at risk of a layer of coverage are based on the issue ages, genders and underwriting classes of each of the persons insured by the certificate. They are also based on the number of years the layer has been in force.

The monthly cost of insurance rates for the initial base, initial supplemental, and scheduled supplemental Face Amounts will never be greater than the guaranteed maximum monthly cost of insurance rates shown in Section 1.

- **Administrative expense charge**
You will find the guaranteed maximum administrative expense charge in Section 1. Changes to the amount of any Face Amount layer, other than changes that eliminate the layer, do not impact the monthly amount of administrative expense charge applicable to that layer.
- **Charges for optional riders**
If you have added any riders to your certificate, applicable charges will be included in your monthly charges as outlined in Section 1 of your certificate.

Changing our charges

We may change our monthly cost of insurance rates, excess interest rates, premium expense charges, administrative expense charges, and certificate fees, if we change our future expectations for mortality, expenses, persistency, investment earnings, required reserves, required surplus, or federal, state or local taxes. The interest rates will never be less than the guaranteed minimum interest rates and the other rates and charges will never be greater than the respective guaranteed maximums. We will make any changes according to the procedures and standards on file with the insurance department of the state where we delivered this certificate.

Changes we make to rates and charges will be the same for all certificates that have the same Face Amount, death benefit option and certificate year, and where the persons insured by the certificates have the same issue ages, genders and underwriting classes. Changes will first apply on the next monthly charge date.

We will calculate changes in certificate cost factors prospectively. We will review interest rates at least once a year. We will review all other charges at least once every five years.

We will not change our charges more than once a month. We will not change our charges because of a change in the health or job of either of the persons insured by this certificate. We also will not change our charges to recoup any prior losses.

Lapsing and reinstatement

If your certificate value less any outstanding loan amount is less than the monthly charge on the date it is due, your certificate may lapse, which means you will no longer have any insurance coverage. If your certificate is in danger of lapsing, we will give you a grace period to pay the premium needed. If your certificate lapses, you have three years from the end of the grace period to apply for reinstatement. You cannot reinstate your certificate if you surrender it.

About lapsing

Generally, if your certificate value less any outstanding loan amount is not enough to cover the monthly charge on the date it is deducted, your certificate may lapse.

We will tell you the minimum payment you have to make in order to keep your certificate in force. You will be required to make a minimum payment that is enough to cover any accumulated unpaid monthly charges, including excess loan interest plus three current monthly charge deductions. We will send a lapse notice to you, any third party designated by you, and to anyone you have assigned your certificate to, at the most recent addresses we have in our records.

The grace period

We will give you a grace period of 61 days to make the minimum payment. The grace period will start on the date we send notice to you.

If we do not receive the minimum payment within the grace period, your certificate will lapse with no value. If your certificate lapses at the end of the grace period, we will return any payments you made to us during the grace period. We will always give you at least 15 days, but no more than 45 days written notice prior to having your certificate lapse at the end of the 61-day grace period described above. We will send a notice to you, and to anyone to whom you have assigned your certificate to, at the most recent addresses we have in our records.

Reinstating your certificate

If your certificate lapses, you have three years from the end of the grace period to apply for a reinstatement. If approved, we will reinstate the certificate only, excluding any riders. If only one person insured by the certificate is living, you can't reinstate the certificate if the other person died while the certificate wasn't in force.

We will approve the reinstatement of your certificate if you send us the following:

- an application provided by us;
- evidence of insurability satisfactory to us; and
- payment of:
 - any outstanding loan amount as of the date the certificate lapsed; or reinstatement of that amount;
 - all unpaid monthly charges as of the date the certificate lapsed; plus interest at an annual effective rate of 6% from the date the certificate lapsed to the date we reinstate it; and
 - a premium that is enough to cover three current monthly charge deductions.

We will reinstate your certificate on the date we approve the reinstatement or the date we receive the payment needed for reinstatement, whichever comes later. On the date we reinstate your certificate, the certificate value will increase by the amount you paid to reinstate it, less:

- any loan payment;
- any unpaid monthly charges with interest; and
- any premium expense charge.

If we reinstate your certificate on a monthly charge date, we will also deduct a monthly charge.

Payment methods for the death benefit proceeds and cash surrender value

You can choose to have the death benefit proceeds or the cash surrender value paid in a lump sum. Other settlement options may be available. Full payment of the death benefit proceeds to the person designated as entitled, discharges us from all claims under the certificate. You will find more about the cash surrender value in *Surrendering your certificate*.

Other things to know about your certificate

Entire contract

The entire contract issued to the certificate owner consists of this certificate; any attached additional benefit riders, endorsements, original enrollment form and any subsequent application(s) or enrollment forms for changes that are attached to this certificate. We relied upon the enrollment form(s) in issuing this certificate. All statements made in the enrollment form and any subsequent application(s) are assumed to be true to the best knowledge and belief of the person(s) making them. These statements in the absence of fraud are representations and not warranties. No statement will be used to void this contract or contest a claim unless it is a material misrepresentation contained in the enrollment form and any subsequent application(s).

Only our President, a Vice President or the Secretary may change the terms of this certificate or waive any of our rights or requirements under it.

Statements and reports we will send you

We will send you an annual statement. We may send you other periodic statements. The statements will give you information about your certificate, including:

- death benefit proceeds;
- Face Amount;
- current interest rates for the fixed account and loan account;
- certificate value;
- cash surrender value;
- any outstanding loan amount;
- premium payments you have made;
- premium expense charges we have deducted;
- monthly charges we have deducted; and
- any other information that is needed by law in the state where we delivered this certificate.

Illustrations

Starting on your first certificate anniversary; you can ask us to send you an illustration showing hypothetical projections of your certificate value and death benefit. We reserve the right to limit the number of illustrations to no more than one per certificate year.

Communicating with us

You should send all payments; and any correspondence to us; to our administrative office. You will find the address on the front cover of this certificate. You should always include your certificate number; your full name and current address; and the full names of the persons insured by the certificate.

When we process payments

We send out all payments from our administrative office. You will find the address on the front cover of this certificate.

We may delay making any withdrawals; loans; transfers and surrenders for up to six months. We will not delay a payment if it needs to be used as a premium payment for any certificate you may have with us. Payments of any amounts derived from premiums paid may be delayed until such time as we have received the funds.

We pay interest at an annual rate of [8]% from the date of the death of the surviving person insured to the date death benefit proceeds are paid if we delay payment of death benefit proceeds in excess of 30 days.

All payments we make to you under this certificate are exempt from the claims of any creditors; to the extent allowed by law. You cannot assign or withdraw payments before we make them without our consent.

Misstatement of age or sex

If; after the death of both insureds; we find out that you stated the age or gender of either of the persons insured by the certificate incorrectly on your enrollment form; we will adjust the death benefit before we calculate the death benefit proceeds. The death benefit will be the amount that you could have bought with your last monthly cost of insurance charge at the correct age or gender. If you have any riders; the death benefit for them will be the amount that you could have bought with your last monthly rider charge at the correct age or gender.

Contesting the validity of your certificate

With respect to each life insured; this certificate will be incontestable after it has been in force during the lifetime of that insured for two years from its issue date. If the death of the first insured to die occurs within two years after the issue date; we will not contest this certificate due to a material misrepresentation concerning only such insured; after 12 months have elapsed since we received proof of death of such insured. If we successfully contest this certificate during the first two years; we will refund your premiums.

With respect to each life insured; the amount of any increase in the death benefit due to a death benefit option change subject to evidence of insurability will be incontestable after such change has been in force during the lifetime of that insured for two years from the date the change takes effect. If the Face Amount has been increased subject to evidence of insurability; such increase will be incontestable after it has been in force during the lifetime of that insured for two years from the date the increase takes effect. If the death of the first insured to die occurs within two years after the effective date of a change of the death benefit option or an increase in the Face Amount subject to evidence of insurability; we will not contest this certificate due to a material misrepresentation concerning such insured; after 12 months have elapsed since we received proof of death of such insured. If we successfully contest a death benefit option change or an increase in Face Amount subject to evidence of insurability; the death benefit will be what would have been payable had such change or increase not taken effect. We will refund to your certificate value any additional cost of insurance; administrative expense and rider charges associated with such increase or change.

With respect to each life insured; if this certificate is reinstated; statements made in the reinstatement application will be incontestable after this certificate has been in force during the lifetime of that insured for two years from the reinstatement date. If the death of the first insured to die occurs within two years after the date of reinstatement; we will not contest this certificate due to a material misrepresentation concerning only the first insured to die more than 12 months after receipt of proof of such death.

If this certificate is issued as a result of a conversion option from another insurance contract issued by us; the contestable period will be measured from the issue date of such originating contract.

The contestable period of any additional benefit rider attached to this certificate is stated in the rider.

If a person insured by the certificate commits suicide

In the event of the suicide of either person insured by this certificate; while sane or insane; within two years from this certificate's issue date our liability will be limited to the amount of premiums paid less any outstanding loan amount and any withdrawals.

In the event of the suicide of either person insured by this certificate; while sane or insane; within two years from the effective date of any increase in Face Amount or death benefit option change for which evidence of insurability had been provided; our liability will be limited to the death benefit that would have been payable had the increase or change not taken effect. We will also refund to your certificate value any additional cost of insurance; administrative expense and rider charges associated with such increase or change.

If this certificate is issued as a result of a conversion option from another insurance contract issued by us; the suicide period will be measured from the issue date of such originating contract.

The suicide exclusion of any additional benefit rider attached to this certificate is stated in the rider.

Certificate calculations

The values under this certificate comply with the laws of the state where we delivered this certificate. We have filed a detailed statement showing how we calculate these values with the state insurance department.

We base the net single premiums used for the cash value accumulation test on the 2001 Commissioners' Standard Ordinary Mortality Tables using the ages as of nearest birthday; genders; and if applicable; the tobacco use status of each of the persons insured by the certificate. We use an annual interest rate of [4] %.

We use the same mortality tables to calculate guaranteed maximum cost of insurance rates; taking into account the number of certificate years and the issue ages; genders and underwriting classes of each of the persons insured by the certificate. Separate scales of the guaranteed maximum cost of insurance rates apply to substandard underwriting classes.

Dividends

This certificate is a non-participating certificate and does not pay dividends.

Section 3 —Some definitions

administrative office

the office you must contact to exercise any of your rights under the certificate. You should send all payments and requests to:

TIAA-CREF Life Insurance Company
[P.O. Box XXX
Atlanta; GA 31139]
[1 877 694 0305]

age

a person's age as of the nearest birthday to the certificate date (the issue age shown in Section 1); plus the number of full certificate years completed since the certificate date. We increase "age" by one year on each certificate anniversary.

administrative expense charge

the administrative expense charge is a monthly charge to help cover our sales costs.

base layer

any portion of base Face Amount issued on the same date. Different layers of coverage will be subject to distinct treatment in accordance with the various provisions of the certificate.

business day

any day that we are open for business. It usually ends at 4:00 pm Eastern Time. If we receive your payment or request after the end of a business day; we will process it as of the end of the next business day.

cash surrender value

your certificate value less any outstanding loan amount.

certificate anniversary

the same date of each calendar year as the certificate date shown in Section 1.

certificate date

the effective date of this certificate shown in Section 1. Certificate months; certificate years and certificate anniversaries are measured from the certificate date. If the certificate date is February 29; the certificate anniversary in calendar years that are not leap years will be February 28.

certificate value

the total amount in the fixed account and the loan account.

certificate year

a year that starts on the certificate date or on a certificate anniversary.

death benefit proceeds

the amount we pay to your beneficiaries when we receive due proof of the death of both persons insured by the certificate. The amount equals the death benefit under the death benefit option you have chosen minus any outstanding loan amount and any overdue monthly charges.

face amount

the amount of insurance coverage you have chosen (the initial Face Amount in Section 1); plus any increases in Face Amount; less any decreases in Face Amount.

federal tax law

Section 7702 of the Internal Revenue Code of 1986 and any successor provisions.

fixed account

investment option supported by our general account. The certificate value allocated to this account earns interest at a rate no less than the guaranteed minimum rate of interest; shown in Section 1.

in force

when our obligations under the certificate begin once we receive your first premium payment and issue this certificate. Your certificate will be in force until both persons insured by the certificate die; the grace period expires and your certificate lapses; or you surrender or exchange your certificate.

initial face amount

the Face Amount on the issue date; which includes the base and supplemental Face Amounts; shown in Section 1.

issue age

the age; shown in Section 1; of each person insured by the certificate as of the nearest birthday to the certificate date.

issue date

the day; shown in Section 1; that we issued this certificate at our administrative office. We measure the suicide and contestability periods from the issue date.

layer of coverage

see base layer and supplemental layer.

layer year

the number of years since the layer of coverage has been in effect.

licensed physician

an individual licensed to practice medicine in the state in which this certificate is delivered and who is acting within the scope of such license. A licensed physician does not include you; the persons insured by the certificate; or a person who lives with you or the persons insured by the certificate.

loan account

an account within our general account to which we transfer certificate value from the fixed account as collateral when you take out a certificate loan. The certificate value in the loan account earns interest at a rate no less than the guaranteed minimum rate for loans described in Section 1.

modified endowment contract

a special kind of life insurance certificate that is defined in Section 7702A of the Internal Revenue Code. It does not receive the same tax advantages as other life insurance certificates.

monthly charge date

the day we deduct the monthly charge from your certificate value. It is the same date of each calendar month as the certificate date or it is the last day of the month if that comes first.

net amount at risk

the amount we use to calculate the cost of insurance charges for this certificate and any riders you have added. It can never be less than zero. We calculate it by dividing the amount of death benefit by a monthly interest factor of 1.00246627. Then; from this amount; we subtract the certificate value evaluated before we deduct any monthly charges.

net premium

any premium payment; less a premium expense charge; that we allocate to the fixed account.

outstanding loan amount

the amount in the loan account plus any unpaid and accrued interest you owe.

premium expense charge

prior to allocation of Premium; we deduct a specific Premium Expense Charge from each Premium to defray our sales costs and related taxes.

supplemental layer

any portion of supplemental Face Amount issued on the same date. Different layers of coverage will be subject to distinct treatment in accordance with the various provisions of the certificate.

tax test

the Internal Revenue Code Section 7702 test shown in Section 1 that we use to calculate your certificate's minimum death benefit and the maximum amount of premium you can pay. Once we issue your certificate; the tax test cannot be changed.

underwriting class

a class we assign to each person insured by the certificate and use to calculate cost of insurance charges. Classes are based on health; whether or not each person uses tobacco and other non-medical factors. Classes include any flat and temporary extra mortality charges.

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Key features of your Flexible Premium Last Survivor Universal Life Insurance Certificate

- **Adjustable death benefit**
- **Flexible premiums payable during either insured's lifetime**
- **Charitable Giving Benefit**
- **Pays death benefit proceeds when the last surviving person insured by the certificate dies**
- **Can be cashed in for its cash surrender value**
- **Non-Participating certificate. This certificate does not pay dividends**
- **Accelerated Death Benefit option; but you should consult a personal tax advisor first because the payment may be taxable**

SERFF Tracking #:

TCRE-128620659

State Tracking #:

Company Tracking #:

TGMJUL-2012

State:

Arkansas

Filing Company:

TIAA-CREF Life Insurance Company

TOI/Sub-TOI:

L09G Group Life - Flexible Premium Adjustable Life/L09G.002 Joint (Last Survivor)

Product Name:

TIAA-CREF Survivorship Universal Life

Project Name/Number:

TIAA CREF Survivorship Universal Life/TGMJUL-2012

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Application		
Comments:	See Genral information for application form numbers and approval dates Also see General information for those being filed concuurently under SERFF Tracking 128020695		

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:			
Attachment(s):	Readability Certification.pdf		

		Item Status:	Status Date:
Satisfied - Item:	Required Certifications		
Comments:			
Attachment(s):	AR UL Rate Filing Cert.pdf AR UL Reg 34 Cert.pdf		

		Item Status:	Status Date:
Satisfied - Item:	redline form		
Comments:			
Attachment(s):	TGMJUL-2012-AR redline correct.pdf		

TIAA-CREF Life Insurance Company

Form Number TGMJUL-2012

This is to certify that the attached policy forms are in compliance with the readability laws and regulations of your state.

Form Number
TGMJUL-2012

Score
51.3

Signature of qualified actuary: _____



Name (typed or printed): Jeffrey S. Goldin, FSA, MAAA

Title or business affiliation: Actuary

Date: August 9, 2012

INDETERMINATE PREMIUM ONLY

STATE OF ARKANSAS

CONSENT TO SUBMIT RATES
AND/OR COST BASES FOR APPROVAL

TIAA-CREF Life Insurance Company

(Company Name)

New York, NY 10017

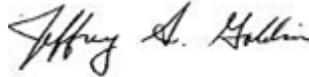
(City and State)

does hereby consent and agree

(A) that all premium rates and/or cost bases both "maximum" and "current or projected", used in relation to policy form number TGMJUL-2012-AR must be filed with the Insurance Commissioner for the State of Arkansas ("Commissioner") at least (60) days prior to their proposed effective date. Such rates and/or cost bases shall be deemed effective sixty (60) days after they are filed with the Commissioner, unless the Commissioner shall approve or disapprove such rates and/or cost bases prior to the expiration of sixty (60) days.

or

(B) that where the policy is a flexible or indeterminate premium whole life policy which provides for frequent changes in interest rates based on financial market conditions, the company may file a range of rates it will stay within and will notify the Department at least sixty (60) days prior to any change in the range of rates. The company must also document the method used to calculate its premium and range of rates.



(Signature of Company Officer)

Jeffrey S. Goldin, FSA, MAAA

(Type Name of Person Signing)

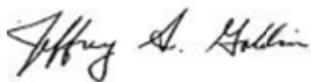
Actuary

(Officer Title)

TIAA-CREF Life Insurance Company

Form Numbers TGMJUL-2012-AR

This is to certify that I have reviewed Arkansas Regulation 34 with respect to Universal Life Insurance and that TIAA-CREF Life Insurance Company is in compliance with the Articles contained therein.



Signature of qualified actuary: _____

Name (typed or printed): Jeffrey S. Goldin, FSA, MAAA

Title or business affiliation: Actuary

Date: August 10, 2012



TIAA-CREF Life Insurance Company
730 Third Avenue
New York, NY 10017-3206
212 490-9000 1 800 223-1200

Your Flexible Premium Last Survivor Universal Life Insurance Certificate

PLEASE READ THIS CERTIFICATE CAREFULLY. This certificate states the rights that the owner(s) have under a **Group Insurance Contract (The Contract)** issued by TIAA-CREF Life Insurance Company to the **Contract Owner under a trust agreement**. This certificate is issued in consideration of the enrollment form and the payment of the first premium.

Subject to the conditions specified in this certificate, you may request to accelerate any or all of this certificate's death benefit. The receipt of an Accelerated Death Benefit payment may be taxable. As with all tax matters, you should consult a personal tax advisor before requesting an Accelerated Death Benefit payment. The death benefit and any accumulation values and cash values, and, if applicable, premium payments or cost of insurance charges, will be reduced if an accelerated death benefit is paid.

About this certificate

Throughout this document, you and your mean the owner or owners of the certificate named in the enrollment form or in any later change shown in our records. We, us and our refer to TIAA-CREF Life Insurance Company.

Your right to cancel this certificate

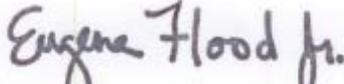
During the right to cancel period, you have the right to cancel this certificate and return it to us for a refund of your premium payments. The right to cancel period ends [30] days after you receive this certificate. To cancel your certificate, you must deliver or mail this document to us, along with a cancellation notice in a form satisfactory to us. If you send it by mail, it must be postmarked before the end of the right to cancel period, properly addressed and postage prepaid.

If you have any questions

If you have any questions about your certificate or any of our other services, please contact our administrative office at:

TIAA-CREF Life Insurance Company, [Insurance Service Center, P.O. Box XXX, Atlanta, GA 31139 or you may call us at Tel: 1 877 694 0305]


Secretary


Chairman of the Board of Directors

Key features of your Flexible Premium Last Survivor Universal Life Insurance Certificate

- **Adjustable death benefit**
- **Flexible premiums payable during either insured's lifetime**
- **Charitable Giving Benefit**
- **Pays death benefit proceeds when the last surviving person insured by the certificate dies**
- **Can be cashed in for its cash surrender value**
- **Non-Participating certificate. This certificate does not pay dividends**
- **Accelerated Death Benefit option, but you should consult a personal tax advisor first because the payment may be taxable**

About the contract and your certificate

The Contract (including a certificate and any riders and endorsements) constitutes the entire contract between TIAA-CREF Life and the contract owner, and the provisions therein alone will govern with respect to the rights and obligations of TIAA-CREF Life. The sole responsibility of the contract owner is to serve as a party to the Contract. The payment of premiums is the consideration for the contract.

Your legal agreement with us includes your enrollment form, this certificate and any riders or endorsements that are attached to it. It also includes enrollment forms or applications that are attached for any later changes you made to the certificate.

We have assumed that all statements you made in your enrollment form are true to the best of your knowledge and belief. We relied on these statements when we issued this certificate. These statements in the absence of fraud are representations only—they are not warranties. We will only use these statements to cancel this certificate or contest a claim if you made a material misrepresentation in your enrollment form.

Only our President, a Vice President or the Secretary may change the terms of this certificate or waive any of our rights or requirements under it.

You will find the detailed terms of your certificate in sections 2 and 3 of this document followed by the terms of any riders you have added. Section 1 is intended to be a summary only.

This document provides you with extensive information about your life insurance certificate. Please read it carefully and keep it in a safe place. We have divided it into three main sections.

Section 1 —A summary of your certificate

This section is a brief summary of your certificate. It tells you your certificate's key values, benefits and charges, and reminds you of the choices you made on your enrollment form.

Section 2 —How your certificate works

This section describes how the main benefits and features of your certificate work. It also explains the changes you can make to your certificate and other things you can do under it.

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 This section explains some of the key terms we have used in the certificate 29

[Riders added Attached
 Certificate Split Option
 Enhanced Certificate Split Option
 Estate Protection Rider]

[Endorsements added Attached
 Aviation Limitation Endorsement
 Overloan Protection Endorsement]

About your premium payments

Minimum first premium \$[1,000.00]
Planned premium \$[1,000.00]
Frequency of your planned premium [ANNUAL]

You can choose the amount and timing of your premium payments within certain limits. The planned premium is the scheduled premium you chose on your enrollment form. You do not have to pay your planned premiums, but if you do not, your certificate may lapse and your coverage may end if the certificate value less any outstanding loan is less than the deduction for the monthly charge when it is due.

Even if you pay all of your planned premiums, your certificate may still lapse and your coverage may end if the certificate value less any outstanding loan is less than the deduction for the monthly charge when it is due. We will give you a grace period of 61 days to make a minimum payment that is equal to any unpaid monthly charges plus three current monthly charges. If you do not pay it before the end of the grace period, your certificate will lapse.

The amount of coverage, and the length of time that your certificate remains in force, depends on:

- the amount and timing of your premium payments,
- whether you change the total Face Amount or your death benefit option,
- the withdrawals you take or loans you make,
- the amount of the monthly charges and premium expense charges,
- the interest rates on the fixed account and loan account, and
- whether you change rider benefits.

Tax test

Tax test [GUIDELINE PREMIUM TEST]

[Initial Guideline Level Premium [\$627.60]]

[Initial Guideline Single Premium [\$5,659.20]]

Certificate value The value of your certificate can change daily.

Certificate value depends on the amount and timing of your premium payments, the interest rates on the fixed account and the loan account, certificate charges, how much you have borrowed or withdrawn from the certificate and the level of certificate and rider benefits.

Loans, withdrawals and surrenders Any time after the right to cancel period ends you can take out a loan from us using your certificate as collateral. The maximum amount you can borrow is 100% of your certificate value.

The guaranteed maximum annual effective interest rates charged on outstanding loan amounts are [4.50%] in the first ten certificate years and [3.50%] thereafter.

In the first ten certificate years, the guaranteed minimum interest rate credited to the loan account is [2.50%]. After the tenth certificate year, the guaranteed minimum annual effective interest rate credited to the loan account is [3.00%]. In addition, the rate credited to loan account value will never be less than the rate charged on outstanding loan amounts less [2.00%].

You can take out all or part of your cash surrender value by making withdrawals or surrendering your certificate.

Fixed account In the first ten certificate years, the guaranteed minimum annual effective interest rate credited in the Fixed Account is [2.50%]. After the first ten certificate years, a 0.50% persistency bonus will be added to the annual effective interest rate for this certificate declared by us at that time. Including the 0.50% persistency bonus, the guaranteed minimum annual effective interest rate credited in the Fixed Account increases to [3.00%] after the first ten certificate years. The rates credited to the Fixed Account and loan account may differ from each other.

**Guaranteed maximum monthly cost of insurance rates
per \$1,000 of net amount at risk**

We base the monthly cost of insurance charge on the current cost of insurance rates that apply to the net amount at risk. For the initial base, initial supplemental, and scheduled supplemental Face Amounts, our current cost of insurance rates will never be greater than the guaranteed maximum monthly cost of insurance rates shown in this table. The guaranteed maximum monthly cost of insurance rates are based on the certificate year, and the issue ages, genders and underwriting classes of each person insured by the certificate. You will find more about the monthly cost of insurance charge in Section 2.

CERTIFICATE YEAR	GUARANTEED MAXIMUM MONTHLY RATE	CERTIFICATE YEAR	GUARANTEED MAXIMUM MONTHLY RATE	CERTIFICATE YEAR	GUARANTEED MAXIMUM MONTHLY RATE
1	0.000081	30	0.202074	59	13.618298
2	0.000262	31	0.241047	60	15.166229
3	0.000478	32	0.285826	61	17.013106
4	0.000727	33	0.336942	62	18.772943
5	0.001018	34	0.396405	63	20.601219
6	0.001362	35	0.464330	64	21.190954
7	0.001775	36	0.545537	65	22.348278
8	0.002282	37	0.641687	66	24.017876
9	0.002908	38	0.761021	67	25.719757
10	0.003692	39	0.897831	68	27.631269
11	0.004670	40	1.054298	69	29.733563
12	0.005838	41	1.235246	70	32.066502
13	0.007297	42	1.443083	71	34.606978
14	0.008882	43	1.686363	72	37.236864
15	0.010768	44	1.971894	73	39.951802
16	0.013156	45	2.302686	74	42.702483
17	0.016072	46	2.680477	75	45.577632
18	0.019799	47	3.149034	76	48.529634
19	0.024299	48	3.678985	77	51.387584
20	0.029911	49	4.253278	78	54.177850
21	0.036943	50	4.901112	79	56.749131
22	0.045454	51	5.636633	80	60.298242
23	0.055591	52	6.395372	81	63.630126
24	0.066987	53	7.350130	82	67.092358
25	0.080368	54	8.374027	83	70.879341
26	0.096408	55	9.467780	84	74.408945
27	0.116001	56	10.539794	85	78.002104]
28	0.140124	57	11.306022		
29	0.168707	58	12.321989		

[Supplemental Face Amount Schedule

The following represents the Scheduled Increases you have selected for this certificate at the time of your enrollment form. Scheduled increases are applied on the certificate anniversary of the scheduled years.

Certificate anniversary	Scheduled Increase amount		Certificate anniversary	Scheduled Increase amount		Certificate anniversary	Scheduled Increase amount
[1	0.00		30	0.00		59	0.00
2	0.00		31	0.00		60	0.00
3	0.00		32	0.00		61	0.00
4	0.00		33	0.00		62	0.00
5	0.00		34	0.00		63	0.00
6	0.00		35	0.00		64	0.00
7	0.00		36	0.00		65	0.00
8	0.00		37	0.00		66	0.00
9	0.00		38	0.00		67	0.00
10	0.00		39	0.00		68	0.00
11	0.00		40	0.00		69	0.00
12	0.00		41	0.00		70	0.00
13	0.00		42	0.00		71	0.00
14	0.00		43	0.00		72	0.00
15	0.00		44	0.00		73	0.00
16	0.00		45	0.00		74	0.00
17	0.00		46	0.00		75	0.00
18	0.00		47	0.00		76	0.00
19	0.00		48	0.00		77	0.00
20	0.00		49	0.00		78	0.00
21	0.00		50	0.00		79	0.00
22	0.00		51	0.00		80	0.00
23	0.00		52	0.00		81	0.00
24	0.00		53	0.00		82	0.00
25	0.00		54	0.00		83	0.00
26	0.00		55	0.00		84	0.00]
27	0.00		56	0.00			
28	0.00		57	0.00			
29	0.00		58	0.00			

]

TABLE OF DEATH BENEFIT FACTORS

Death Benefit Factors are used to calculate the minimum death benefit. (See applicable provision on page [154]).

YEAR	FACTOR	YEAR	FACTOR	YEAR	FACTOR
[1	250%	30	122%	59	102%
2	250%	31	120%	60	101%
3	250%	32	119%	61	100%
4	250%	33	118%	62	100%
5	250%	34	117%	63	100%
6	250%	35	116%	64	100%
7	243%	36	115%	65	100%
8	236%	37	113%	66	100%
9	229%	38	111%	67	100%
10	222%	39	109%	68	100%
11	215%	40	107%	69	100%
12	209%	41	105%	70	100%
13	203%	42	105%	71	100%
14	197%	43	105%	72	100%
15	191%	44	105%	73	100%
16	185%	45	105%	74	100%
17	178%	46	105%	75	100%
18	171%	47	105%	76	100%
19	164%	48	105%	77	100%
20	157%	49	105%	78	100%
21	150%	50	105%	79	100%
22	146%	51	105%	80	100%
23	142%	52	105%	81	100%
24	138%	53	105%	82	100%
25	134%	54	105%	83	100%
26	130%	55	105%	84	100%
27	128%	56	105%	85	100%]
28	126%	57	104%		
29	124%	58	103%		

[Net single premiums per \$1,000 of death benefit

We use the net single premium to calculate the minimum death benefit. We base the net single premium on the certificate year, and the issue ages, genders and underwriting classes of each person insured by the certificate. The net single premium may also be affected by any riders you have added to this certificate.

YEAR	FACTOR		YEAR	FACTOR		YEAR	FACTOR
[1	138.23		30	420.88		59	874.20
2	143.76		31	436.17		60	886.19
3	149.51		32	451.83		61	898.30
4	155.48		33	467.85		62	910.98
5	161.69		34	484.22		63	925.17
6	168.15		35	500.92		64	942.91
7	174.86		36	517.93		65	966.82
8	181.84		37	535.20		66	1,000.00
9	189.08		38	552.69		67	1,000.00
10	196.62		39	570.34		68	1,000.00
11	204.44		40	588.12		69	1,000.00
12	212.57		41	605.97		70	1,000.00
13	221.01		42	623.86		71	1,000.00
14	229.78		43	641.74		72	1,000.00
15	238.88		44	659.52		73	1,000.00
16	248.33		45	677.14		74	1,000.00
17	258.13		46	694.52		75	1,000.00
18	268.29		47	711.55		76	1,000.00
19	278.83		48	728.10		77	1,000.00
20	289.75		49	744.13		78	1,000.00
21	301.06		50	759.65		79	1,000.00
22	312.76		51	774.57		80	1,000.00
23	324.85		52	788.93		81	1,000.00
24	337.35		53	802.64		82	1,000.00
25	350.25		54	815.53		83	1,000.00
26	363.57		55	827.65		84	1,000.00
27	377.31		56	839.13		85	1,000.00]
28	391.44		57	850.55			
29	405.97		58	862.30			

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Section 2 —How your certificate works

Certificate ownership and beneficiaries

This section of your certificate tells you about owners, beneficiaries and exchanges.

Who owns your certificate

The owner is the person or persons named in the enrollment form who make the decisions about the certificate and its benefits while either of the persons insured by the certificate is living. The owner of this certificate appears in Section 1. If you did not name an owner on your enrollment form, the persons insured by the certificate are the owners.

Your rights as a certificate owner

As the certificate owner, you have the following rights:

- to transfer ownership or assign the certificate;
- to change the beneficiary(ies);
- to receive benefits and choose payment methods for them;
- to change the amount or timing of premiums;
- to change the death benefit option;
- to change the total Face Amount;
- to reinstate the certificate if it lapses;
- to take out a loan, make a withdrawal or surrender the certificate; or
- to change riders.

If you have named an irrevocable beneficiary, you will need his or her permission to make all of these decisions, except to change the amount or timing of premiums and to reinstate the certificate if it lapses.

If this certificate has more than one owner and one of you dies, the surviving owner will hold all rights under the certificate. If the last surviving owner dies, his or her estate will own the certificate, unless you give us your written instructions to the contrary.

Assigning the certificate

You can assign your certificate in two ways:

- A *collateral* assignment does not change the ownership of the certificate, but your rights and the rights of your revocable beneficiary or any other person will be subject to the assignment.
- An *absolute* assignment means the person or organization you assign the certificate to will become the new owner.

We must receive a copy of the assignment before we consider it effective. We are not responsible for the validity of any assignment.

We reserve the right to reject assignments that we reasonably believe are intended to develop a secondary market for the certificate, such as selling the certificate to a “factoring company” that pays a discounted lump sum in return for assignments of future death benefits.

Transferring ownership

You can transfer ownership of this certificate by submitting your assignment of ownership to us in writing. If your assignment of ownership is absolute you will no longer have any ownership rights in the certificate. The new owner will have all the rights under the certificate.

The transfer of ownership may be requested at any time during the lifetime of either insured. The change of ownership will be effective on the date the written request for assignment of ownership is signed, whether or not either insured is living when the request is received by us. We are not liable for any payment made or action taken before the date we receive the written assignment of ownership.

About your beneficiaries

The beneficiary(ies) is (are) the person or persons you named in your enrollment form, or in a written form subsequent to the submission of your enrollment form, to receive the death benefit proceeds when the last surviving person insured by the certificate dies. Here are some things you need to know about beneficiaries:

- Each *primary beneficiary* you have named will receive an equal share of the death benefit proceeds unless you instruct us in writing otherwise. If one primary beneficiary dies, his or her share will be divided equally among the surviving primary beneficiaries unless you give us your written instructions to the contrary.
- Each *contingent beneficiary* you have named will receive an equal share of the death benefit proceeds if none of the primary beneficiaries are living when the death benefit proceeds are payable, unless you give us your written instructions to the contrary. If one contingent beneficiary dies, his or her share will be divided equally among the surviving contingent beneficiaries unless you give us your written instructions to the contrary.
- If none of your beneficiaries are living when the last surviving insured dies or if you have not named a beneficiary, you as the certificate owner will receive the proceeds. If you are no longer living, the proceeds will go to your estate.

Changing your beneficiary

- You can change revocable beneficiaries any time before the death of the last surviving insured.
- Beneficiary designations and changes to beneficiary designations must be in writing.
- If the beneficiary is an irrevocable beneficiary, you must obtain the consent of the irrevocable beneficiary to designate a new revocable or irrevocable beneficiary.
- If acceptable to us, the change will take effect as of the date the request is signed, whether or not the last surviving insured is living when the request is received by us. We are not liable for any payment made or action taken before the date we receive the written request for the change.

The death benefit

The amount of your certificate's death benefit depends on the death benefit option you chose on your enrollment form. We offer three options under this certificate. The option you chose appears in Section 1.

- Option A – the death benefit will be the same as your certificate's total Face Amount. This is known as a level death benefit.
- Option B – the death benefit will equal your certificate's total Face Amount plus your certificate value. This is known as an increasing death benefit.
- Option C – the death benefit will equal your certificate's total Face Amount plus all premiums credited to the certificate since the certificate issue date. This is known as the return of premium death benefit.

The death benefit under any option will never be less than the *minimum death benefit*. You will find more about the minimum death benefit later in this section. When the younger person insured by the certificate reaches age 120, the death benefit provided by any supplemental Face Amount layers of coverage will terminate. The death benefit provided by base Face Amount layers will continue until the last surviving Insured's death, certificate lapse, or surrender. To determine the death benefit provided by each layer of coverage, certificate value and premiums paid are allocated among layers in proportion to each layer's Face Amount.

What we pay to your beneficiaries

The amount we ultimately pay to your beneficiaries is called *death benefit proceeds*. This section tells you when we pay them, how we calculate them and changes you can make to your certificate's death benefit.

When we pay death benefit proceeds

We pay the death benefit proceeds to your beneficiaries after we have received due proof of the death of both of the persons insured and all information and documents requested by us.

- Both persons must have died while the certificate is in force. If both persons insured by the certificate die at the same time, or if it is unclear who dies first, we will assume the younger of the two died later.
- You can choose for your beneficiaries to receive the death benefit proceeds in a lump sum or in monthly payments. If you do not choose a payment method, your beneficiary can choose one when he or she makes a claim.
- If either person insured by this certificate commits suicide within two years of this certificate's issue date, we will pay you only the premiums you have paid, less any outstanding loan amount and withdrawals you have made. You will find more about this in *If a person insured by the certificate commits suicide*.

Understanding the minimum death benefit

For your certificate to qualify as life insurance under federal tax law, your death benefit must at least equal the minimum death benefit. If your death benefit under any death benefit option would be less than the minimum death benefit, we will increase your death benefit to the minimum death benefit.

We use one of two tax tests to calculate the minimum death benefit. You will find the test for your certificate in Section 1. This test cannot be changed once we have issued your certificate.

If your tax test is the cash value accumulation test, we calculate the minimum death benefit by multiplying your certificate value by 1,000, and then dividing that amount by the net single premium shown in Section 1.

If your tax test is the guideline premium test, the minimum death benefit is your certificate value multiplied by a death benefit factor. You will find a table showing death benefit factors in Section 1.

How death benefit proceeds are calculated

We calculate the amount of the death benefit proceeds as of the end of the date the last surviving person insured by the certificate dies. Death benefit proceeds will equal the death benefit under the option you have chosen minus any outstanding loan amount and any unpaid monthly charges.

Changing your death benefit option

You can change your death benefit option at any time on or after your first certificate anniversary while your certificate is in force. Here is how it works:

- You must send us your request in writing.
- The change will become effective either on the date we approve it, if that date is a monthly charge date as defined in Section 1 or on the first monthly charge date that follows the date we approve the change. We will make the change before we deduct the monthly charge.
- We will not allow any change in death benefit option that prevents the certificate from qualifying as life insurance under federal tax law.
- If a change in death benefit option would cause your certificate to be classified as a modified endowment contract, we will not process the change until you send us your written confirmation of the acceptance of the classification as a modified endowment contract.
- We will send you a certificate endorsement after we make the change.

Changing from Option A to Option B or Option C

Here is what you need to know about changing from Option A to Option B or Option C:

- Both persons insured by the certificate must be living at the time of the change and you must give evidence of insurability satisfactory to us.
- After the change, the total Face Amount cannot be less than the minimum total Face Amount shown in Section 1.
- We will decrease the total Face Amount by the certificate value if switching to Option B or by accumulated premiums paid if switching to Option C so that your death benefit is approximately the same on the date of the change.
- We will decrease the total Face Amount on the effective date of the change. The decrease will be applied first to supplemental Face Amount layers from most recent to oldest and then to base Face Amount layers from most recent to oldest.

Changing from Option B or Option C to Option A

Here is what you need to know about changing from Option B or Option C to Option A:

- Both persons insured by the certificate must be living at the time of the change and you must give evidence of insurability satisfactory to us.
- We will increase the total Face Amount by the certificate value if switching from Option B or by accumulated premiums paid if switching from Option C so that your death benefit is approximately the same on the date of the change.
- We will increase the total Face Amount on the effective date of the change. The increase will apply to the most recent layer of coverage. If both a base and a supplemental layer are the most recent, the increase will apply to the most recent base layer.

Changing from Option B to Option C or from Option C to Option B

Here is what you need to know about changing from Option B to Option C or from Option C to Option B:

- Both persons insured by the certificate must be living at the time of the change and you must give evidence of insurability satisfactory to us.
- We will adjust the total Face Amount by the certificate value minus accumulated premiums paid so that your death benefit is approximately the same on the date of the change. A change from Option B to Option C will add this adjustment to the total Face Amount. A change from Option C to Option B will subtract this adjustment from the total Face Amount.
- We will adjust the total Face Amount on the effective date of the change.
- Any increase in the total Face Amount will apply to the most recent layer of coverage. If both a base and a supplemental layer are the most recent, the increase will apply to the most recent base layer.
- Any decrease in the total Face Amount will apply first to supplemental layers of coverage from most recent to oldest and then to base layers of coverage from most recent to oldest.

Changing the total Face Amount

Your certificate's total Face Amount is the amount of insurance coverage on the issue date. This will include the base Face Amount plus any supplemental Face Amount chosen. You will find the total Face Amount in Section 1.

The total Face Amount may change if any of the following happens:

- you ask us to increase or decrease either the base Face Amount and or the supplemental Face Amount;
- you change your death benefit option;
- you make any withdrawals; or
- you accelerate your death benefit.

You can ask us to increase or decrease the base Face Amount and/or the supplemental Face Amount at any time starting on your first certificate anniversary. You must send us your written request while your certificate is in force.

The increase or decrease will become effective either the same date we approve it, if that date is a monthly charge date, or on the first monthly charge date that follows the date we approve the change. Once we have approved the change, we will send you a certificate endorsement showing your new total Face Amount.

Increasing the total Face Amount

Here is what you need to know about increasing the total Face Amount:

- Both persons insured by the certificate ~~may~~must be living and neither may have reached age 91 on the date we receive your request.
- You must give evidence of insurability satisfactory to us.
- Each increase you request must be at least \$50,000.
- Each increase you request will have its own underwriting classes and cost of insurance rates.
- We will apply the tax test shown in Section 1 to any increase in the total Face Amount to make sure your certificate still qualifies as life insurance under federal tax law.
- We reserve the right to limit increases in the total Face Amount to one increase in any 12-month period.

Decreasing the total Face Amount

Here is what you need to know about decreasing the total Face Amount:

- You must submit an acceptable request to decrease the total Face Amount.
- At least one person insured by the certificate must be living on the date we receive your request.
- Decreasing the Total Face Amount will decrease the Death Benefit Proceeds. See "Death Benefit."
- Each decrease you request must be at least \$25,000.
- The total Face Amount after the decrease must not be less than the minimum total Face Amount for this certificate.
- To apply the decrease, we will first reduce any supplemental layers of Face Amount from most recent to oldest and then base layers of Face Amount from most recent to oldest.
- We will not allow any decrease in Face Amount that prevents the certificate from qualifying as life insurance under federal tax law.
- If a decrease in Face Amount would cause your certificate to be classified as a modified endowment contract, we will not process the decrease until you send us your written confirmation of the acceptance of the classification as a modified endowment contract.
- Any decrease will be effective on the Monthly Charge Date on or next following the date we approve your request.
- A requested decrease in total Face Amount will cancel any future increases in supplemental Face Amount that were scheduled when this certificate was issued. For this purpose, cancelation of a scheduled increase will be considered a requested decrease in total Face Amount.

Scheduled Face Amount increases

When this certificate is issued, you can schedule future increases to this certificate's supplemental Face Amount. Increases cannot be scheduled after certificate issue, and scheduled increases cannot increase the base Face Amount. Any scheduled increases for this certificate are shown in Section 1. The same underwriting classes will apply to all scheduled increases in supplemental Face Amount and to any Face Amount in force at issue. If you decline a scheduled increase or request a decrease in Face Amount, other than a decrease caused by a death benefit option change or partial withdrawal, then all future scheduled increases will be cancelled.

Accelerated death benefit

If one of the persons insured by your certificate has died and the last surviving person insured by the certificate is diagnosed with a terminal illness, you can apply to get any or all of your certificate's death benefit early. This is called *accelerating your death benefit*. You must submit your completed application to us along with documentation from a licensed physician certifying that the person with the terminal illness is expected to live 12 months or less. You can only get your death benefit early once, and we will make the payment in a lump sum.

You should consult a personal tax advisor before applying to get your death benefit early because the payment may be taxable. Getting your death benefit early may also affect your eligibility for Medicaid and other government assistance programs.

When determining the amount of death benefit provided by each layer of coverage, certificate value and premiums paid are allocated among layers in proportion to each layer's Face Amount. Death benefits provided by any riders attached to this certificate may be accelerated only if indicated in those riders.

The minimum amount you can apply for is \$50,000 or 25% of the death benefit available on the date we approve your application, whichever is less.

If we approve your application to accelerate your death benefit, we will deduct the following from the death benefit amount you have asked for before making a payment:

- one year of interest on the death benefit amount at a rate equal to the greater of:
 - the current yield on 90-day Treasury bills on the date we approve your application; or
 - the current maximum statutory adjustable certificate loan interest rate equal to the Moody's Corporate Bond Yield Average – Monthly Average Corporates, published by Moody's Investors Service, Inc., for the calendar month ending two months prior to the date we approve your application. If Moody's Corporate Bond Yield Average–Monthly Average Corporates is no longer published, we'll use a similar monthly average that's acceptable to the insurance department in the state where we delivered this certificate,
- an administrative expense charge of up to \$200;
- any unpaid amounts due within your certificate's grace period on the date we approve your application; and
- any outstanding loan amount on the date we approve your application, multiplied by the ratio of the amount of death benefit you are getting early to the total death benefit under your certificate on the date we approve your application.

If you only get part of your death benefit early, the rest of your certificate's death benefit will remain in place. We will continue to deduct monthly charges from your certificate value.

Here is how to apply to get your death benefit early:

- Submit your completed application, provided by us, along with documentation from a licensed physician certifying that the last surviving person insured by the certificate has a terminal illness and 12 months or less to live. The terminal illness cannot be caused by intentionally self-inflicted injuries.
- Submit due proof of death that the first insured has died.
- You need written consent in a form satisfactory to us from any irrevocable beneficiary or anyone to whom you have assigned the certificate before we can make a payment.
- If you are applying to get all of your death benefit early, send this certificate and any riders you have added with your application. If you are only applying for part of the death benefit, we will send you a certificate endorsement once we approve your application.
- The last surviving person insured by the certificate must be living and your certificate must be in force when we approve your application. If that person dies before we make the payment to you, we will pay the death benefit proceeds to your beneficiary.
- We will not approve your application if you are applying to get the death benefit to satisfy any judgments against you, to satisfy the claims of any creditor, or to apply for, receive or maintain any government sponsored benefit or entitlement, or any other form of public assistance.

How getting the death benefit early affects your certificate

If you choose to get all of your death benefit early, your certificate will end. That means it will no longer have any value.

If you choose to get only part of your death benefit early, we will reduce your Face Amount, certificate value and any outstanding loan amount by the ratio of the amount of death benefit you got early to the total death benefit on the date we approved your application.

When we reduce your Face Amount, we will first reduce any supplemental Face Amount layers of coverage from most recent to oldest. Then we will reduce base Face Amount layers of coverage from most recent to oldest.

Getting the death benefit early will not affect our rights to contest your certificate. You will find more about this in *Contesting the validity of your certificate*.

In the event of the suicide of either person insured by this certificate, while sane or insane, after an accelerated death benefit is paid and within two years from this certificate's issue date, the death benefit proceeds payable will be limited to the amount, if any, by which the premiums paid less any outstanding loan amount and withdrawals exceed the accelerated death benefit payment.

In the event of the suicide of either person insured by this certificate, while sane or insane, after an accelerated death benefit is paid and within two years from the effective date of an increase in Face Amount or a change in death benefit option for which evidence of insurability had been provided, our liability will be limited to any unaccelerated portion of the death benefit proceeds that would have been payable had such increase or change not taken effect. We will also refund to your certificate value any additional monthly charges associated with such increase or change.

We will provide a benefit payment notice to you at the time the accelerated death benefit payment is made by us. Such notice will reflect the dollar amount of the accelerated death benefit payment, the unaccelerated portion of this certificate's death benefit, if any, and any remaining Face Amount, certificate value or outstanding loan amount.

Charitable Giving Benefit

The Charitable Giving Benefit pays, upon the death of the last surviving insured, an additional death benefit, over and above the benefit described in the section of this certificate titled *The death benefit*. The additional benefit equals one percent (1%) of this certificate's base Face Amount, but the additional benefit can be no greater than \$100,000. Any Supplemental Face Amount does not increase the amount of the additional benefit. The Charitable Giving Benefit is only payable if you name a beneficiary for this benefit before the last surviving insured's death.

The designated beneficiary of the additional benefit must be an institution accredited as a charity with the IRS under section 501(c)(3).

Multiple beneficiaries may be provided and will share equally in the distribution unless you provide other instructions in a form satisfactory to us. Beneficiaries may be changed at any time during the life of the certificate.

If you accelerate your death benefit as described in Accelerated death benefits, the portion of the Charitable Giving Benefit corresponding to the amount of the accelerated death benefit will also be paid to the designated beneficiary of the Charitable Giving Benefit at the time of the acceleration.

All about premiums

Your certificate gives you the flexibility to vary the amount and timing of your premium payments. Limitations on varying the amount and timing of your premium payments are described below in *Making premium payments* and *Limits on the premium payments you can make*. We deduct a premium expense charge from each premium payment, and then allocate your net premium to the fixed account on the business day we receive your payment. You will find more about when our current charges may change in *Changing our charges*.

Making premium payments

You will find your minimum first premium payment in Section 1. It was due on your certificate's issue date. Your insurance coverage started when you paid this premium and we issued your certificate.

You can schedule the amount and frequency of the rest of your premium payments. We refer to scheduled premium payments as *planned premiums*. Here is how it works:

- You will find the amount and frequency of your planned premium in Section 1. You chose these on your enrollment form.
- You can change the amount and timing of your planned premium. Your planned premium must be at least \$50.
- We will send you a notice to remind you of your planned premium payment. We will not send a notice if you have chosen to make scheduled electronic payments. You are not required to make planned premium payments, but if you miss a payment, your certificate may be in danger of lapsing, which means your insurance coverage would end. Even if you make all your planned premium payments, your certificate could still lapse if its certificate value less any outstanding loan is not enough to cover your monthly charges. You will find more about lapsing in *Lapsing and reinstatement*.
- You can make additional premium payments of at least \$50 at any time.
- We reserve the right to limit total premium payments to \$500,000 within a certificate year.
- While this certificate is in force, we will accept premium payments while either person insured by the certificate is living and the younger insured has not yet reached age 120.
- We will treat any payment you make during the life of your certificate as a premium unless you tell us otherwise.
- After the first premium payment you must send all premium payments to our administrative office unless we tell you otherwise.
- The payment of planned premiums does not guarantee that your certificate will stay in force until the younger insured reaches age 120.

Limits on the premium payments you can make

Federal tax law may limit the amount of premium payments you can make.

If your certificate's tax test is the guideline premium test, we will refuse to accept all or part of a premium payment if, by accepting it, your certificate would no longer qualify as life insurance under federal tax law. You will find the tax test for this certificate in Section 1.

We may refuse to accept all or part of a premium payment if, by accepting it, your net amount at risk will immediately increase. We will accept your premium payment in this situation if you give evidence of insurability satisfactory to us.

If accepting all or part of a premium payment would cause your certificate to be classified as a modified endowment contract, we will refuse to accept all or part of that premium payment unless you tell us in writing to accept it. A modified endowment contract is still considered to be life insurance under federal tax law, but it does not receive all the tax advantages of other life insurance contracts.

If we return a premium payment to you, we will send it no later than 60 days after the end of the certificate year in which you paid the premium. We will not return a premium payment if it would cause your certificate to lapse. You will find more about lapsing in *Lapsing and reinstatement*.

Interest Crediting

The certificate value earns interest at a rate no less than the minimum annual rate shown in Section 1. We may offer a higher rate if we choose. The rate we offer on the fixed account may be different than the interest rate on the loan account.

Loans, withdrawals and surrenders

You can get access to all or some of your certificate value while your certificate is in force by making partial withdrawals or surrendering your certificate. You can also take out a loan from us using your certificate as collateral.

About loans

You can borrow money from us any time after *Your right to cancel this certificate* period ends and while at least one of the persons insured by the certificate is living. You should consult a personal tax advisor before taking out a loan.

When you borrow money from us, we use your certificate value as collateral. You pay interest on the amount you borrow. The certificate value set aside to secure your loan also earns interest. Here is how it works:

- The loan will take effect at the end of the business day we receive your request in writing.
- To secure the loan, we transfer an amount equal to the amount you are borrowing from your certificate value in the fixed account to the loan account.
- The amount of certificate value in the loan account earns interest. You will find more about the loan account later in this section. You will find more about how we calculate certificate value in the loan account in *Your certificate value*.
- Taking out a loan may affect your certificate value because the amount set aside in the loan account may earn interest at a different rate than certificate value in the fixed account.
- Interest owed on the amount you have borrowed accrues daily at an annual rate set by us. You will find more about our interest rates later in this section.
- Interest that has accrued during a certificate year is due on your certificate anniversary and whenever the certificate value less any outstanding loan is not enough to cover the monthly charge. If you do not pay the interest when it is due, we will add it to the amount of your loan and start accruing interest on the new balance from the date it was due.
- On each certificate anniversary, if your outstanding loan amount is greater than your certificate value in the loan account, we will transfer the difference from the fixed account to the loan account.

On any monthly charge date, if the outstanding loan amount plus the monthly charge exceeds the certificate value, your certificate will enter the grace period. You will find more about the grace period in *The grace period*.

How much you can borrow

- The minimum amount you can borrow is \$500. The maximum amount you can borrow is your certificate value.

Throughout this certificate, your *outstanding loan amount* means the amount in the loan account plus any interest you owe on any loans.

Loan interest rates

We charge you interest on your loan balance at a rate shown in Section 1.

Loan account interest rate

Amounts in the loan account earn interest. The annual interest rate will never be less than the guaranteed minimum interest rate for the loan account as indicated in Section 1.

Repayment of your loan

You can repay all or part of your outstanding loan amount any time while your certificate is in force. The minimum loan payment you can make is \$100 or your outstanding loan amount, whichever is less. We will not deduct a premium expense charge from any loan payment you make.

We will reduce your outstanding loan amount by the amount of your loan payment. We will also transfer the amount of your loan payment from the loan account to the fixed account.

If you do not repay your loan, we will deduct your outstanding loan amount from the death benefit proceeds when the last surviving person insured by the certificate dies. You will find more about this in *How death benefit proceeds are calculated*.

Making withdrawals

You can make withdrawals starting on your certificate's first anniversary as long as the certificate is in force and at least one of the persons insured by the certificate is living.

Here is how it works:

- We will process the withdrawal at the end of the business day we receive your written request.
- Each withdrawal must be at least \$500.
- We reserve the right to reduce the amount we send you by a \$20.00 service charge.
- We will send you a certificate endorsement showing you any changes in your certificate's benefits and values after you have made a withdrawal.
- We will not allow any withdrawal that prevents the certificate from qualifying as life insurance under federal tax law.
- If a withdrawal would cause your certificate to be classified as a modified endowment contract, we will not process the withdrawal until we receive your written confirmation of your acceptance of the classification as a modified endowment contract.

How withdrawals affect the Face Amount

If you have chosen death benefit Option B, making a withdrawal will not reduce your certificate's Face Amount. If you have chosen death benefit Option A or C, the Face Amount will be reduced by the amount withdrawn. Face decreases will be applied first to supplemental Face Amount layers from most recent to oldest and then to base Face Amount layers from most recent to oldest.

Surrendering your certificate

If you surrender your certificate for its cash surrender value, your insurance coverage under this certificate will end. The cash surrender value is your certificate value less any outstanding loan amount. We will calculate the cash surrender value on the business day we receive your signed request and that is the date our liability will end.

Your certificate value

Certificate value depends on the amount and timing of your premium payments, the interest rates on the fixed account and the loan account, certificate charges, how much you have borrowed or withdrawn from the certificate, and the level of certificate and rider benefits.

How we calculate your certificate value

Your certificate value is equal to the total amount allocated to the fixed account and the loan account. You will find more about the loan account in *Loans, withdrawals and surrenders*.

We will adjust your certificate value if we find out that you stated the age or gender of either of the persons insured by the certificate incorrectly on your enrollment form and at least one of the two people insured by the certificate is living. We will retroactively adjust the certificate value to reflect the monthly charges we should have deducted for the correct age or gender of either person. You will find more about this in *Monthly charges*.

Calculating certificate value in the fixed account

On the certificate date, the certificate value in the fixed account equals the net premiums allocated to this account less the first monthly charge deducted from this account.

To calculate total certificate value in the fixed account on any day, we start with the net premiums you have allocated to the account. Then we add any accrued interest and loan repayments.

Finally, we subtract:

- any monthly charges deducted from the account;
- any withdrawals you have made from the account; and
- any amounts transferred from the account to the loan account.

Calculating certificate value in the loan account

To calculate the total certificate value in the loan account on any day, we add:

- any amounts transferred into the account; and
- any interest credited to the account.

Finally, we subtract:

- any transfers out of the account.

Monthly charges

We deduct a monthly charge from your certificate value on each monthly charge date. We will stop deducting the monthly charge when the younger person insured by the certificate reaches age 120.

The monthly charge has three parts:

Certificate fee

You will find the guaranteed maximum certificate fee in Section 1.

Cost of insurance charge

Here is how we calculate the cost of insurance charge:

- first we divide the net amount at risk by \$1,000; and
- then we multiply that amount by the monthly cost of insurance rate per \$1,000 of net amount at risk.

Different cost of insurance rates may apply to the net amount at risk for the initial base Face Amount, each increase in the base Face Amount, and any supplemental Face Amounts you have asked for. The net amount at risk is equal to the death benefit divided by 1.00246627 minus the certificate value evaluated before the monthly charges have been deducted. The net amount at risk can never be less than zero.

When we are calculating net amount at risk, we allocate the certificate value and premiums paid to each layer of Face Amount in proportion to the total Face Amount. If we have increased your death benefit in accordance with the minimum death benefit, we allocate that increase to each layer of Face Amount in proportion to the total Face Amount.

The monthly cost of insurance rates for the net amount at risk of a layer of coverage are based on the issue ages, genders and underwriting classes of each of the persons insured by the certificate. They are also based on the number of years the layer has been in force.

The monthly cost of insurance rates for the initial base, initial supplemental, and scheduled supplemental Face Amounts will never be greater than the guaranteed maximum monthly cost of insurance rates shown in Section 1.

- **Administrative expense charge**
You will find the guaranteed maximum administrative expense charge in Section 1. Changes to the amount of any Face Amount layer, other than changes that eliminate the layer, do not impact the monthly amount of administrative expense charge applicable to that layer.
- **Charges for optional riders**
If you have added any riders to your certificate, applicable charges will be included in your monthly charges as outlined in Section 1 of your certificate.

Changing our charges

We may change our monthly cost of insurance rates, excess interest rates, premium expense charges, administrative expense charges, and certificate fees, if we change our future expectations for mortality, expenses, persistency, investment earnings, required reserves, required surplus, or federal, state or local taxes. The interest rates will never be less than the guaranteed minimum interest rates and the other rates and charges will never be greater than the respective guaranteed maximums. We will make any changes according to the procedures and standards on file with the insurance department of the state where we delivered this certificate.

Changes we make to rates and charges will be the same for all certificates that have the same Face Amount, death benefit option and certificate year, and where the persons insured by the certificates have the same issue ages, genders and underwriting classes. Changes will first apply on the next monthly charge date.

We will calculate changes in certificate cost factors prospectively. We will review interest rates at least once a year. We will review all other charges at least once every five years.

We will not change our charges more than once a month. We will not change our charges because of a change in the health or job of either of the persons insured by this certificate. We also will not change our charges to recoup any prior losses.

Lapsing and reinstatement

If your certificate value less any outstanding loan amount is less than the monthly charge on the date it is due, your certificate may lapse, which means you will no longer have any insurance coverage. If your certificate is in danger of lapsing, we will give you a grace period to pay the premium needed. If your certificate lapses, you have three years from the end of the grace period to apply for reinstatement. You cannot reinstate your certificate if you surrender it.

About lapsing

Generally, if your certificate value less any outstanding loan amount is not enough to cover the monthly charge on the date it is deducted, your certificate may lapse.

We will tell you the minimum payment you have to make in order to keep your certificate in force. You will be required to make a minimum payment that is enough to cover any accumulated unpaid monthly charges, including excess loan interest plus three current monthly charge deductions. We will send a lapse notice to you, any third party designated by you, and to anyone you have assigned your certificate to, at the most recent addresses we have in our records.

The grace period

We will give you a grace period of 61 days to make the minimum payment. The grace period will start on the date we send notice to you.

If we do not receive the minimum payment within the grace period, your certificate will lapse with no value. If your certificate lapses at the end of the grace period, we will return any payments you made to us during the grace period. We will always give you at least 15 days, but no more than 45 days written notice prior to having your certificate lapse at the end of the 61-day grace period described above. We will send a notice to you, and to anyone to whom you have assigned your certificate to, at the most recent addresses we have in our records.

Reinstating your certificate

If your certificate lapses, you have three years from the end of the grace period to apply for a reinstatement. If approved, we will reinstate the certificate only, excluding any riders. If only one person insured by the certificate is living, you can't reinstate the certificate if the other person died while the certificate wasn't in force.

We will approve the reinstatement of your certificate if you send us the following:

- an application provided by us;
- evidence of insurability satisfactory to us; and
- payment of:
 - any outstanding loan amount as of the date the certificate lapsed; or reinstatement of that amount;
 - all unpaid monthly charges as of the date the certificate lapsed; plus interest at an annual effective rate of 6% from the date the certificate lapsed to the date we reinstate it; and
 - a premium that is enough to cover three current monthly charge deductions.

We will reinstate your certificate on the date we approve the reinstatement or the date we receive the payment needed for reinstatement, whichever comes later. On the date we reinstate your certificate, the certificate value will increase by the amount you paid to reinstate it, less:

- any loan payment;
- any unpaid monthly charges with interest; and
- any premium expense charge.

If we reinstate your certificate on a monthly charge date, we will also deduct a monthly charge.

Payment methods for the death benefit proceeds and cash surrender value

You can choose to have the death benefit proceeds or the cash surrender value paid in a lump sum. Other settlement options may be available. Full payment of the death benefit proceeds to the person designated as entitled, discharges us from all claims under the certificate. You will find more about the cash surrender value in *Surrendering your certificate*.

Other things to know about your certificate

Entire contract

The entire contract issued to the certificate owner consists of this certificate; any attached additional benefit riders, endorsements, original enrollment form and any subsequent application(s) or enrollment forms for changes that are attached to this certificate. We relied upon the enrollment form(s) in issuing this certificate. All statements made in the enrollment form and any subsequent application(s) are assumed to be true to the best knowledge and belief of the person(s) making them. These statements in the absence of fraud are representations and not warranties. No statement will be used to void this contract or contest a claim unless it is a material misrepresentation contained in the enrollment form and any subsequent application(s).

Only our President, a Vice President or the Secretary may change the terms of this certificate or waive any of our rights or requirements under it.

Statements and reports we will send you

We will send you an annual statement. We may send you other periodic statements. The statements will give you information about your certificate, including:

- death benefit proceeds;
- Face Amount;
- current interest rates for the fixed account and loan account;
- certificate value;
- cash surrender value;
- any outstanding loan amount;
- premium payments you have made;
- premium expense charges we have deducted;
- monthly charges we have deducted; and
- any other information that is needed by law in the state where we delivered this certificate.

Illustrations

Starting on your first certificate anniversary; you can ask us to send you an illustration showing hypothetical projections of your certificate value and death benefit. We reserve the right to limit the number of illustrations to no more than one per certificate year.

Communicating with us

You should send all payments; and any correspondence to us; to our administrative office. You will find the address on the front cover of this certificate. You should always include your certificate number; your full name and current address; and the full names of the persons insured by the certificate.

When we process payments

We send out all payments from our administrative office. You will find the address on the front cover of this certificate.

We may delay making any withdrawals; loans; transfers and surrenders for up to six months. We will not delay a payment if it needs to be used as a premium payment for any certificate you may have with us. Payments of any amounts derived from premiums paid may be delayed until such time as we have received the funds.

We pay interest at an annual rate of [8]% from the date of the death of the surviving person insured to the date death benefit proceeds are paid if we delay payment of death benefit proceeds in excess of 30 days.

All payments we make to you under this certificate are exempt from the claims of any creditors; to the extent allowed by law. You cannot assign or withdraw payments before we make them without our consent.

Misstatement of age or sex

If; after the death of both insureds; we find out that you stated the age or gender of either of the persons insured by the certificate incorrectly on your enrollment form; we will adjust the death benefit before we calculate the death benefit proceeds. The death benefit will be the amount that you could have bought with your last monthly cost of insurance charge at the correct age or gender. If you have any riders; the death benefit for them will be the amount that you could have bought with your last monthly rider charge at the correct age or gender.

Contesting the validity of your certificate

With respect to each life insured; this certificate will be incontestable after it has been in force during the lifetime of that insured for two years from its issue date. If the death of the first insured to die occurs within two years after the issue date; we will not contest this certificate due to a material misrepresentation concerning only such insured; after 12 months have elapsed since we received proof of death of such insured. If we successfully contest this certificate during the first two years; we will refund your premiums.

With respect to each life insured; the amount of any increase in the death benefit due to a death benefit option change subject to evidence of insurability will be incontestable after such change has been in force during the lifetime of that insured for two years from the date the change takes effect. If the Face Amount has been increased subject to evidence of insurability; such increase will be incontestable after it has been in force during the lifetime of that insured for two years from the date the increase takes effect. If the death of the first insured to die occurs within two years after the effective date of a change of the death benefit option or an increase in the Face Amount subject to evidence of insurability; we will not contest this certificate due to a material misrepresentation concerning such insured; after 12 months have elapsed since we received proof of death of such insured. If we successfully contest a death benefit option change or an increase in Face Amount subject to evidence of insurability; the death benefit will be what would have been payable had such change or increase not taken effect. We will refund to your certificate value any additional cost of insurance; administrative expense and rider charges associated with such increase or change.

With respect to each life insured; if this certificate is reinstated; statements made in the reinstatement application will be incontestable after this certificate has been in force during the lifetime of that insured for two years from the reinstatement date. If the death of the first insured to die occurs within two years after the date of reinstatement; we will not contest this certificate due to a material misrepresentation concerning only the first insured to die more than 12 months after receipt of proof of such death.

If this certificate is issued as a result of a conversion option from another insurance contract issued by us; the contestable period will be measured from the issue date of such originating contract.

The contestable period of any additional benefit rider attached to this certificate is stated in the rider.

If a person insured by the certificate commits suicide

In the event of the suicide of either person insured by this certificate; while sane or insane; within two years from this certificate's issue date our liability will be limited to the amount of premiums paid less any outstanding loan amount and any withdrawals.

In the event of the suicide of either person insured by this certificate; while sane or insane; within two years from the effective date of any increase in Face Amount or death benefit option change for which evidence of insurability had been provided; our liability will be limited to the death benefit that would have been payable had the increase or change not taken effect. We will also refund to your certificate value any additional cost of insurance; administrative expense and rider charges associated with such increase or change.

If this certificate is issued as a result of a conversion option from another insurance contract issued by us; the suicide period will be measured from the issue date of such originating contract.

The suicide exclusion of any additional benefit rider attached to this certificate is stated in the rider.

Certificate calculations

The values under this certificate comply with the laws of the state where we delivered this certificate. We have filed a detailed statement showing how we calculate these values with the state insurance department.

We base the net single premiums used for the cash value accumulation test on the 2001 Commissioners' Standard Ordinary Mortality Tables using the ages as of nearest birthday; genders; and if applicable; the tobacco use status of each of the persons insured by the certificate. We use an annual interest rate of [4] %.

We use the same mortality tables to calculate guaranteed maximum cost of insurance rates; taking into account the number of certificate years and the issue ages; genders and underwriting classes of each of the persons insured by the certificate. Separate scales of the guaranteed maximum cost of insurance rates apply to substandard underwriting classes.

Dividends

This certificate is a non-participating certificate and does not pay dividends.

Section 3 —Some definitions

administrative office

the office you must contact to exercise any of your rights under the certificate. You should send all payments and requests to:

TIAA-CREF Life Insurance Company
[P.O. Box XXX
Atlanta; GA 31139]
[1 877 694 0305]

age

a person's age as of the nearest birthday to the certificate date (the issue age shown in Section 1); plus the number of full certificate years completed since the certificate date. We increase "age" by one year on each certificate anniversary.

administrative expense charge

the administrative expense charge is a monthly charge to help cover our sales costs.

base layer

any portion of base Face Amount issued on the same date. Different layers of coverage will be subject to distinct treatment in accordance with the various provisions of the certificate.

business day

any day that we are open for business. It usually ends at 4:00 pm Eastern Time. If we receive your payment or request after the end of a business day; we will process it as of the end of the next business day.

cash surrender value

your certificate value less any outstanding loan amount.

certificate anniversary

the same date of each calendar year as the certificate date shown in Section 1.

certificate date

the effective date of this certificate shown in Section 1. Certificate months; certificate years and certificate anniversaries are measured from the certificate date. If the certificate date is February 29; the certificate anniversary in calendar years that are not leap years will be February 28.

certificate value

the total amount in the fixed account and the loan account.

certificate year

a year that starts on the certificate date or on a certificate anniversary.

death benefit proceeds

the amount we pay to your beneficiaries when we receive due proof of the death of both persons insured by the certificate. The amount equals the death benefit under the death benefit option you have chosen minus any outstanding loan amount and any overdue monthly charges.

face amount

the amount of insurance coverage you have chosen (the initial Face Amount in Section 1); plus any increases in Face Amount; less any decreases in Face Amount.

federal tax law

Section 7702 of the Internal Revenue Code of 1986 and any successor provisions.

fixed account

investment option supported by our general account. The certificate value allocated to this account earns interest at a rate no less than the guaranteed minimum rate of interest; shown in Section 1.

in force

when our obligations under the certificate begin once we receive your first premium payment and issue this certificate. Your certificate will be in force until both persons insured by the certificate die; the grace period expires and your certificate lapses; or you surrender or exchange your certificate.

initial face amount

the Face Amount on the issue date; which includes the base and supplemental Face Amounts; shown in Section 1.

issue age

the age; shown in Section 1; of each person insured by the certificate as of the nearest birthday to the certificate date.

issue date

the day; shown in Section 1; that we issued this certificate at our administrative office. We measure the suicide and contestability periods from the issue date.

layer of coverage

see base layer and supplemental layer.

layer year

the number of years since the layer of coverage has been in effect.

licensed physician

an individual licensed to practice medicine in the state in which this certificate is delivered and who is acting within the scope of such license. A licensed physician does not include you; the persons insured by the certificate; or a person who lives with you or the persons insured by the certificate.

loan account

an account within our general account to which we transfer certificate value from the fixed account as collateral when you take out a certificate loan. The certificate value in the loan account earns interest at a rate no less than the guaranteed minimum rate for loans described in Section 1.

modified endowment contract

a special kind of life insurance certificate that is defined in Section 7702A of the Internal Revenue Code. It does not receive the same tax advantages as other life insurance certificates.

monthly charge date

the day we deduct the monthly charge from your certificate value. It is the same date of each calendar month as the certificate date or it is the last day of the month if that comes first.

net amount at risk

the amount we use to calculate the cost of insurance charges for this certificate and any riders you have added. It can never be less than zero. We calculate it by dividing the amount of death benefit by a monthly interest factor of 1.00246627. Then; from this amount; we subtract the certificate value evaluated before we deduct any monthly charges.

net premium

any premium payment; less a premium expense charge; that we allocate to the fixed account.

outstanding loan amount

the amount in the loan account plus any unpaid and accrued interest you owe.

premium expense charge

prior to allocation of Premium; we deduct a specific Premium Expense Charge from each Premium to defray our sales costs and related taxes.

supplemental layer

any portion of supplemental Face Amount issued on the same date. Different layers of coverage will be subject to distinct treatment in accordance with the various provisions of the certificate.

tax test

the Internal Revenue Code Section 7702 test shown in Section 1 that we use to calculate your certificate's minimum death benefit and the maximum amount of premium you can pay. Once we issue your certificate; the tax test cannot be changed.

underwriting class

a class we assign to each person insured by the certificate and use to calculate cost of insurance charges. Classes are based on health; whether or not each person uses tobacco and other non-medical factors. Classes include any flat and temporary extra mortality charges.

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Key features of your Flexible Premium Last Survivor Universal Life Insurance Certificate

- **Adjustable death benefit**
- **Flexible premiums payable during either insured's lifetime**
- **Charitable Giving Benefit**
- **Pays death benefit proceeds when the last surviving person insured by the certificate dies**
- **Can be cashed in for its cash surrender value**
- **Non-Participating certificate. This certificate does not pay dividends**
- **Accelerated Death Benefit option; but you should consult a personal tax advisor first because the payment may be taxable**

SERFF Tracking #:

TCRE-128620659

State Tracking #:**Company Tracking #:**

TGMJUL-2012

State:

Arkansas

Filing Company:

TIAA-CREF Life Insurance Company

TOI/Sub-TOI:

L09G Group Life - Flexible Premium Adjustable Life/L09G.002 Joint (Last Survivor)

Product Name:

TIAA-CREF Survivorship Universal Life

Project Name/Number:

TIAA CREF Survivorship Universal Life/TGMJUL-2012

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
08/07/2012	Form	Flexible Premium Last Survivor Universal Life Insurance Certificate	08/24/2012	TGMJUL-2012-AR.pdf (Superseded)



TIAA-CREF Life Insurance Company
730 Third Avenue
New York, NY 10017-3206
212 490-9000 1 800 223-1200

Your Flexible Premium Last Survivor Universal Life Insurance Certificate

PLEASE READ THIS CERTIFICATE CAREFULLY. This certificate states the rights that the owner(s) have under a **Group Insurance Contract (The Contract)** issued by TIAA-CREF Life Insurance Company to the **Contract Owner under a trust agreement**. This certificate is issued in consideration of the enrollment form and the payment of the first premium.

Subject to the conditions specified in this certificate, you may request to accelerate any or all of this certificate's death benefit. The receipt of an Accelerated Death Benefit payment may be taxable. As with all tax matters, you should consult a personal tax advisor before requesting an Accelerated Death Benefit payment. The death benefit and any accumulation values and cash values, and, if applicable, premium payments or cost of insurance charges, will be reduced if an accelerated death benefit is paid.

About this certificate

Throughout this document, you and your mean the owner or owners of the certificate named in the enrollment form or in any later change shown in our records. We, us and our refer to TIAA-CREF Life Insurance Company.

Your right to cancel this certificate

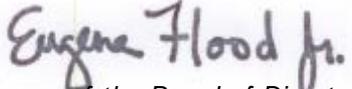
During the right to cancel period, you have the right to cancel this certificate and return it to us for a refund of your premium payments. The right to cancel period ends [30] days after you receive this certificate. To cancel your certificate, you must deliver or mail this document to us, along with a cancellation notice in a form satisfactory to us. If you send it by mail, it must be postmarked before the end of the right to cancel period, properly addressed and postage prepaid.

If you have any questions

If you have any questions about your certificate or any of our other services, please contact our administrative office at:

TIAA-CREF Life Insurance Company, [Insurance Service Center, P.O. Box XXX, Atlanta, GA 31139 or you may call us at Tel: 1 877 694 0305]


Secretary


Chairman of the Board of Directors

Key features of your Flexible Premium Last Survivor Universal Life Insurance Certificate

- **Adjustable death benefit**
- **Flexible premiums payable during either insured's lifetime**
- **Charitable Giving Benefit**
- **Pays death benefit proceeds when the last surviving person insured by the certificate dies**
- **Can be cashed in for its cash surrender value**
- **Non-Participating certificate. This certificate does not pay dividends**
- **Accelerated Death Benefit option, but you should consult a personal tax advisor first because the payment may be taxable**

About the contract and your certificate

The Contract (including a certificate and any riders and endorsements) constitutes the entire contract between TIAA-CREF Life and the contract owner, and the provisions therein alone will govern with respect to the rights and obligations of TIAA-CREF Life. The sole responsibility of the contract owner is to serve as a party to the Contract. The payment of premiums is the consideration for the contract.

Your legal agreement with us includes your enrollment form, this certificate and any riders or endorsements that are attached to it. It also includes enrollment forms or applications that are attached for any later changes you made to the certificate.

We have assumed that all statements you made in your enrollment form are true to the best of your knowledge and belief. We relied on these statements when we issued this certificate. These statements in the absence of fraud are representations only—they are not warranties. We will only use these statements to cancel this certificate or contest a claim if you made a material misrepresentation in your enrollment form.

Only our President, a Vice President or the Secretary may change the terms of this certificate or waive any of our rights or requirements under it.

You will find the detailed terms of your certificate in sections 2 and 3 of this document followed by the terms of any riders you have added. Section 1 is intended to be a summary only.

This document provides you with extensive information about your life insurance certificate. Please read it carefully and keep it in a safe place. We have divided it into three main sections.

Section 1 —A summary of your certificate

This section is a brief summary of your certificate. It tells you your certificate's key values, benefits and charges, and reminds you of the choices you made on your enrollment form.

Section 2 —How your certificate works

This section describes how the main benefits and features of your certificate work. It also explains the changes you can make to your certificate and other things you can do under it.

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About your premium payments

Minimum first premium \$[1,000.00]
Planned premium \$[1,000.00]
Frequency of your planned premium [ANNUAL]

You can choose the amount and timing of your premium payments within certain limits. The planned premium is the scheduled premium you chose on your enrollment form. You do not have to pay your planned premiums, but if you do not, your certificate may lapse and your coverage may end if the certificate value less any outstanding loan is less than the deduction for the monthly charge when it is due.

Even if you pay all of your planned premiums, your certificate may still lapse and your coverage may end if the certificate value less any outstanding loan is less than the deduction for the monthly charge when it is due. We will give you a grace period of 61 days to make a minimum payment that is equal to any unpaid monthly charges plus three current monthly charges. If you do not pay it before the end of the grace period, your certificate will lapse.

The amount of coverage, and the length of time that your certificate remains in force, depends on:

- the amount and timing of your premium payments,
- whether you change the total Face Amount or your death benefit option,
- the withdrawals you take or loans you make,
- the amount of the monthly charges and premium expense charges,
- the interest rates on the fixed account and loan account, and
- whether you change rider benefits.

Tax test

Tax test [GUIDELINE PREMIUM TEST]

[Initial Guideline Level Premium [\$627.60]]

[Initial Guideline Single Premium [\$5,659.20]]

Certificate value The value of your certificate can change daily.

Certificate value depends on the amount and timing of your premium payments, the interest rates on the fixed account and the loan account, certificate charges, how much you have borrowed or withdrawn from the certificate and the level of certificate and rider benefits.

Loans, withdrawals and surrenders Any time after the right to cancel period ends you can take out a loan from us using your certificate as collateral. The maximum amount you can borrow is 100% of your certificate value.

The guaranteed maximum annual effective interest rates charged on outstanding loan amounts are [4.50%] in the first ten certificate years and [3.50%] thereafter.

In the first ten certificate years, the guaranteed minimum interest rate credited to the loan account is [2.50%]. After the tenth certificate year, the guaranteed minimum annual effective interest rate credited to the loan account is [3.00%]. In addition, the rate credited to loan account value will never be less than the rate charged on outstanding loan amounts less [2.00%].

You can take out all or part of your cash surrender value by making withdrawals or surrendering your certificate.

Fixed account In the first ten certificate years, the guaranteed minimum annual effective interest rate credited in the Fixed Account is [2.50%]. After the first ten certificate years, a 0.50% persistency bonus will be added to the annual effective interest rate for this certificate declared by us at that time. Including the 0.50% persistency bonus, the guaranteed minimum annual effective interest rate credited in the Fixed Account increases to [3.00%] after the first ten certificate years. The rates credited to the Fixed Account and loan account may differ from each other.

**Guaranteed maximum monthly cost of insurance rates
per \$1,000 of net amount at risk**

We base the monthly cost of insurance charge on the current cost of insurance rates that apply to the net amount at risk. For the initial base, initial supplemental, and scheduled supplemental Face Amounts, our current cost of insurance rates will never be greater than the guaranteed maximum monthly cost of insurance rates shown in this table. The guaranteed maximum monthly cost of insurance rates are based on the certificate year, and the issue ages, genders and underwriting classes of each person insured by the certificate. You will find more about the monthly cost of insurance charge in Section 2.

CERTIFICATE YEAR	GUARANTEED MAXIMUM MONTHLY RATE	CERTIFICATE YEAR	GUARANTEED MAXIMUM MONTHLY RATE	CERTIFICATE YEAR	GUARANTEED MAXIMUM MONTHLY RATE
1	0.000081	30	0.202074	59	13.618298
2	0.000262	31	0.241047	60	15.166229
3	0.000478	32	0.285826	61	17.013106
4	0.000727	33	0.336942	62	18.772943
5	0.001018	34	0.396405	63	20.601219
6	0.001362	35	0.464330	64	21.190954
7	0.001775	36	0.545537	65	22.348278
8	0.002282	37	0.641687	66	24.017876
9	0.002908	38	0.761021	67	25.719757
10	0.003692	39	0.897831	68	27.631269
11	0.004670	40	1.054298	69	29.733563
12	0.005838	41	1.235246	70	32.066502
13	0.007297	42	1.443083	71	34.606978
14	0.008882	43	1.686363	72	37.236864
15	0.010768	44	1.971894	73	39.951802
16	0.013156	45	2.302686	74	42.702483
17	0.016072	46	2.680477	75	45.577632
18	0.019799	47	3.149034	76	48.529634
19	0.024299	48	3.678985	77	51.387584
20	0.029911	49	4.253278	78	54.177850
21	0.036943	50	4.901112	79	56.749131
22	0.045454	51	5.636633	80	60.298242
23	0.055591	52	6.395372	81	63.630126
24	0.066987	53	7.350130	82	67.092358
25	0.080368	54	8.374027	83	70.879341
26	0.096408	55	9.467780	84	74.408945
27	0.116001	56	10.539794	85	78.002104]
28	0.140124	57	11.306022		
29	0.168707	58	12.321989		

[Supplemental Face Amount Schedule

The following represents the Scheduled Increases you have selected for this certificate at the time of your enrollment form. Scheduled increases are applied on the certificate anniversary of the scheduled years.

Certificate anniversary	Scheduled Increase amount		Certificate anniversary	Scheduled Increase amount		Certificate anniversary	Scheduled Increase amount
[1	0.00		30	0.00		59	0.00
2	0.00		31	0.00		60	0.00
3	0.00		32	0.00		61	0.00
4	0.00		33	0.00		62	0.00
5	0.00		34	0.00		63	0.00
6	0.00		35	0.00		64	0.00
7	0.00		36	0.00		65	0.00
8	0.00		37	0.00		66	0.00
9	0.00		38	0.00		67	0.00
10	0.00		39	0.00		68	0.00
11	0.00		40	0.00		69	0.00
12	0.00		41	0.00		70	0.00
13	0.00		42	0.00		71	0.00
14	0.00		43	0.00		72	0.00
15	0.00		44	0.00		73	0.00
16	0.00		45	0.00		74	0.00
17	0.00		46	0.00		75	0.00
18	0.00		47	0.00		76	0.00
19	0.00		48	0.00		77	0.00
20	0.00		49	0.00		78	0.00
21	0.00		50	0.00		79	0.00
22	0.00		51	0.00		80	0.00
23	0.00		52	0.00		81	0.00
24	0.00		53	0.00		82	0.00
25	0.00		54	0.00		83	0.00
26	0.00		55	0.00		84	0.00]
27	0.00		56	0.00			
28	0.00		57	0.00			
29	0.00		58	0.00			

]

[

TABLE OF DEATH BENEFIT FACTORS

Death Benefit Factors are used to calculate the minimum death benefit. (See applicable provision on page [15]).

YEAR	FACTOR		YEAR	FACTOR		YEAR	FACTOR
[1	250%		30	122%		59	102%
2	250%		31	120%		60	101%
3	250%		32	119%		61	100%
4	250%		33	118%		62	100%
5	250%		34	117%		63	100%
6	250%		35	116%		64	100%
7	243%		36	115%		65	100%
8	236%		37	113%		66	100%
9	229%		38	111%		67	100%
10	222%		39	109%		68	100%
11	215%		40	107%		69	100%
12	209%		41	105%		70	100%
13	203%		42	105%		71	100%
14	197%		43	105%		72	100%
15	191%		44	105%		73	100%
16	185%		45	105%		74	100%
17	178%		46	105%		75	100%
18	171%		47	105%		76	100%
19	164%		48	105%		77	100%
20	157%		49	105%		78	100%
21	150%		50	105%		79	100%
22	146%		51	105%		80	100%
23	142%		52	105%		81	100%
24	138%		53	105%		82	100%
25	134%		54	105%		83	100%
26	130%		55	105%		84	100%
27	128%		56	105%		85	100%]
28	126%		57	104%			
29	124%		58	103%			

[Net single premiums per \$1,000 of death benefit

We use the net single premium to calculate the minimum death benefit. We base the net single premium on the certificate year, and the issue ages, genders and underwriting classes of each person insured by the certificate. The net single premium may also be affected by any riders you have added to this certificate.

YEAR	FACTOR		YEAR	FACTOR		YEAR	FACTOR
[1	138.23		30	420.88		59	874.20
2	143.76		31	436.17		60	886.19
3	149.51		32	451.83		61	898.30
4	155.48		33	467.85		62	910.98
5	161.69		34	484.22		63	925.17
6	168.15		35	500.92		64	942.91
7	174.86		36	517.93		65	966.82
8	181.84		37	535.20		66	1,000.00
9	189.08		38	552.69		67	1,000.00
10	196.62		39	570.34		68	1,000.00
11	204.44		40	588.12		69	1,000.00
12	212.57		41	605.97		70	1,000.00
13	221.01		42	623.86		71	1,000.00
14	229.78		43	641.74		72	1,000.00
15	238.88		44	659.52		73	1,000.00
16	248.33		45	677.14		74	1,000.00
17	258.13		46	694.52		75	1,000.00
18	268.29		47	711.55		76	1,000.00
19	278.83		48	728.10		77	1,000.00
20	289.75		49	744.13		78	1,000.00
21	301.06		50	759.65		79	1,000.00
22	312.76		51	774.57		80	1,000.00
23	324.85		52	788.93		81	1,000.00
24	337.35		53	802.64		82	1,000.00
25	350.25		54	815.53		83	1,000.00
26	363.57		55	827.65		84	1,000.00
27	377.31		56	839.13		85	1,000.00]
28	391.44		57	850.55			
29	405.97		58	862.30			

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Section 2 —How your certificate works

Certificate ownership and beneficiaries

This section of your certificate tells you about owners, beneficiaries and exchanges.

Who owns your certificate

The owner is the person or persons named in the enrollment form who make the decisions about the certificate and its benefits while either of the persons insured by the certificate is living. The owner of this certificate appears in Section 1. If you did not name an owner on your enrollment form, the persons insured by the certificate are the owners.

Your rights as a certificate owner

As the certificate owner, you have the following rights:

- to transfer ownership or assign the certificate;
- to change the beneficiary(ies);
- to receive benefits and choose payment methods for them;
- to change the amount or timing of premiums;
- to change the death benefit option;
- to change the total Face Amount;
- to reinstate the certificate if it lapses;
- to take out a loan, make a withdrawal or surrender the certificate; or
- to change riders.

If you have named an irrevocable beneficiary, you will need his or her permission to make all of these decisions, except to change the amount or timing of premiums and to reinstate the certificate if it lapses.

If this certificate has more than one owner and one of you dies, the surviving owner will hold all rights under the certificate. If the last surviving owner dies, his or her estate will own the certificate, unless you give us your written instructions to the contrary.

Assigning the certificate

You can assign your certificate in two ways:

- A *collateral* assignment does not change the ownership of the certificate, but your rights and the rights of your revocable beneficiary or any other person will be subject to the assignment.
- An *absolute* assignment means the person or organization you assign the certificate to will become the new owner.

We must receive a copy of the assignment before we consider it effective. We are not responsible for the validity of any assignment.

We reserve the right to reject assignments that we reasonably believe are intended to develop a secondary market for the certificate, such as selling the certificate to a “factoring company” that pays a discounted lump sum in return for assignments of future death benefits.

Transferring ownership

You can transfer ownership of this certificate by submitting your assignment of ownership to us in writing. If your assignment of ownership is absolute you will no longer have any ownership rights in the certificate. The new owner will have all the rights under the certificate.

The transfer of ownership may be requested at any time during the lifetime of either insured. The change of ownership will be effective on the date the written request for assignment of ownership is signed, whether or not either insured is living when the request is received by us. We are not liable for any payment made or action taken before the date we receive the written assignment of ownership.

About your beneficiaries

The beneficiary(ies) is (are) the person or persons you named in your enrollment form, or in a written form subsequent to the submission of your enrollment form, to receive the death benefit proceeds when the last surviving person insured by the certificate dies. Here are some things you need to know about beneficiaries:

- Each *primary beneficiary* you have named will receive an equal share of the death benefit proceeds unless you instruct us in writing otherwise. If one primary beneficiary dies, his or her share will be divided equally among the surviving primary beneficiaries unless you give us your written instructions to the contrary.
- Each *contingent beneficiary* you have named will receive an equal share of the death benefit proceeds if none of the primary beneficiaries are living when the death benefit proceeds are payable, unless you give us your written instructions to the contrary. If one contingent beneficiary dies, his or her share will be divided equally among the surviving contingent beneficiaries unless you give us your written instructions to the contrary.
- If none of your beneficiaries are living when the last surviving insured dies or if you have not named a beneficiary, you as the certificate owner will receive the proceeds. If you are no longer living, the proceeds will go to your estate.

Changing your beneficiary

- You can change revocable beneficiaries any time before the death of the last surviving insured.
- Beneficiary designations and changes to beneficiary designations must be in writing.
- If the beneficiary is an irrevocable beneficiary, you must obtain the consent of the irrevocable beneficiary to designate a new revocable or irrevocable beneficiary.
- If acceptable to us, the change will take effect as of the date the request is signed, whether or not the last surviving insured is living when the request is received by us. We are not liable for any payment made or action taken before the date we receive the written request for the change.

The death benefit

The amount of your certificate's death benefit depends on the death benefit option you chose on your enrollment form. We offer three options under this certificate. The option you chose appears in Section 1.

- Option A – the death benefit will be the same as your certificate's total Face Amount. This is known as a level death benefit.
- Option B – the death benefit will equal your certificate's total Face Amount plus your certificate value. This is known as an increasing death benefit.
- Option C – the death benefit will equal your certificate's total Face Amount plus all premiums credited to the certificate since the certificate issue date. This is known as the return of premium death benefit.

The death benefit under any option will never be less than the *minimum death benefit*. You will find more about the minimum death benefit later in this section. When the younger person insured by the certificate reaches age 120, the death benefit provided by any supplemental Face Amount layers of coverage will terminate. The death benefit provided by base Face Amount layers will continue until the last surviving Insured's death, certificate lapse, or surrender. To determine the death benefit provided by each layer of coverage, certificate value and premiums paid are allocated among layers in proportion to each layer's Face Amount.

What we pay to your beneficiaries

The amount we ultimately pay to your beneficiaries is called *death benefit proceeds*. This section tells you when we pay them, how we calculate them and changes you can make to your certificate's death benefit.

When we pay death benefit proceeds

We pay the death benefit proceeds to your beneficiaries after we have received due proof of the death of both of the persons insured and all information and documents requested by us.

- Both persons must have died while the certificate is in force. If both persons insured by the certificate die at the same time, or if it is unclear who dies first, we will assume the younger of the two died later.
- You can choose for your beneficiaries to receive the death benefit proceeds in a lump sum or in monthly payments. If you do not choose a payment method, your beneficiary can choose one when he or she makes a claim.
- If either person insured by this certificate commits suicide within two years of this certificate's issue date, we will pay you only the premiums you have paid, less any outstanding loan amount and withdrawals you have made. You will find more about this in *If a person insured by the certificate commits suicide*.

Understanding the minimum death benefit

For your certificate to qualify as life insurance under federal tax law, your death benefit must at least equal the minimum death benefit. If your death benefit under any death benefit option would be less than the minimum death benefit, we will increase your death benefit to the minimum death benefit.

We use one of two tax tests to calculate the minimum death benefit. You will find the test for your certificate in Section 1. This test cannot be changed once we have issued your certificate.

If your tax test is the cash value accumulation test, we calculate the minimum death benefit by multiplying your certificate value by 1,000, and then dividing that amount by the net single premium shown in Section 1.

If your tax test is the guideline premium test, the minimum death benefit is your certificate value multiplied by a death benefit factor. You will find a table showing death benefit factors in Section 1.

How death benefit proceeds are calculated

We calculate the amount of the death benefit proceeds as of the end of the date the last surviving person insured by the certificate dies. Death benefit proceeds will equal the death benefit under the option you have chosen minus any outstanding loan amount and any unpaid monthly charges.

Changing your death benefit option

You can change your death benefit option at any time on or after your first certificate anniversary while your certificate is in force. Here is how it works:

- You must send us your request in writing.
- The change will become effective either on the date we approve it, if that date is a monthly charge date as defined in Section 1 or on the first monthly charge date that follows the date we approve the change. We will make the change before we deduct the monthly charge.
- We will not allow any change in death benefit option that prevents the certificate from qualifying as life insurance under federal tax law.
- If a change in death benefit option would cause your certificate to be classified as a modified endowment contract, we will not process the change until you send us your written confirmation of the acceptance of the classification as a modified endowment contract.
- We will send you a certificate endorsement after we make the change.

Changing from Option A to Option B or Option C

Here is what you need to know about changing from Option A to Option B or Option C:

- Both persons insured by the certificate must be living at the time of the change and you must give evidence of insurability satisfactory to us.
- After the change, the total Face Amount cannot be less than the minimum total Face Amount shown in Section 1.
- We will decrease the total Face Amount by the certificate value if switching to Option B or by accumulated premiums paid if switching to Option C so that your death benefit is approximately the same on the date of the change.
- We will decrease the total Face Amount on the effective date of the change. The decrease will be applied first to supplemental Face Amount layers from most recent to oldest and then to base Face Amount layers from most recent to oldest.

Changing from Option B or Option C to Option A

Here is what you need to know about changing from Option B or Option C to Option A:

- Both persons insured by the certificate must be living at the time of the change and you must give evidence of insurability satisfactory to us.
- We will increase the total Face Amount by the certificate value if switching from Option B or by accumulated premiums paid if switching from Option C so that your death benefit is approximately the same on the date of the change.
- We will increase the total Face Amount on the effective date of the change. The increase will apply to the most recent layer of coverage. If both a base and a supplemental layer are the most recent, the increase will apply to the most recent base layer.

Changing from Option B to Option C or from Option C to Option B

Here is what you need to know about changing from Option B to Option C or from Option C to Option B:

- Both persons insured by the certificate must be living at the time of the change and you must give evidence of insurability satisfactory to us.
- We will adjust the total Face Amount by the certificate value minus accumulated premiums paid so that your death benefit is approximately the same on the date of the change. A change from Option B to Option C will add this adjustment to the total Face Amount. A change from Option C to Option B will subtract this adjustment from the total Face Amount.
- We will adjust the total Face Amount on the effective date of the change.
- Any increase in the total Face Amount will apply to the most recent layer of coverage. If both a base and a supplemental layer are the most recent, the increase will apply to the most recent base layer.
- Any decrease in the total Face Amount will apply first to supplemental layers of coverage from most recent to oldest and then to base layers of coverage from most recent to oldest.

Changing the total Face Amount

Your certificate's total Face Amount is the amount of insurance coverage on the issue date. This will include the base Face Amount plus any supplemental Face Amount chosen. You will find the total Face Amount in Section 1.

The total Face Amount may change if any of the following happens:

- you ask us to increase or decrease either the base Face Amount and or the supplemental Face Amount;
- you change your death benefit option;
- you make any withdrawals; or
- you accelerate your death benefit.

You can ask us to increase or decrease the base Face Amount and/or the supplemental Face Amount at any time starting on your first certificate anniversary. You must send us your written request while your certificate is in force.

The increase or decrease will become effective either the same date we approve it, if that date is a monthly charge date, or on the first monthly charge date that follows the date we approve the change. Once we have approved the change, we will send you a certificate endorsement showing your new total Face Amount.

Increasing the total Face Amount

Here is what you need to know about increasing the total Face Amount:

- Both persons insured by the certificate may be living and neither may have reached age 91 on the date we receive your request.
- You must give evidence of insurability satisfactory to us.
- Each increase you request must be at least \$50,000.
- Each increase you request will have its own underwriting classes and cost of insurance rates.
- We will apply the tax test shown in Section 1 to any increase in the total Face Amount to make sure your certificate still qualifies as life insurance under federal tax law.
- We reserve the right to limit increases in the total Face Amount to one increase in any 12-month period.

Decreasing the total Face Amount

Here is what you need to know about decreasing the total Face Amount:

- You must submit an acceptable request to decrease the total Face Amount.
- At least one person insured by the certificate must be living on the date we receive your request.
- Decreasing the Total Face Amount will decrease the Death Benefit Proceeds. See "Death Benefit."
- Each decrease you request must be at least \$25,000.
- The total Face Amount after the decrease must not be less than the minimum total Face Amount for this certificate.
- To apply the decrease, we will first reduce any supplemental layers of Face Amount from most recent to oldest and then base layers of Face Amount from most recent to oldest.
- We will not allow any decrease in Face Amount that prevents the certificate from qualifying as life insurance under federal tax law.
- If a decrease in Face Amount would cause your certificate to be classified as a modified endowment contract, we will not process the decrease until you send us your written confirmation of the acceptance of the classification as a modified endowment contract.
- Any decrease will be effective on the Monthly Charge Date on or next following the date we approve your request.
- A requested decrease in total Face Amount will cancel any future increases in supplemental Face Amount that were scheduled when this certificate was issued. For this purpose, cancellation of a scheduled increase will be considered a requested decrease in total Face Amount.

Scheduled Face Amount increases

When this certificate is issued, you can schedule future increases to this certificate's supplemental Face Amount. Increases cannot be scheduled after certificate issue, and scheduled increases cannot increase the base Face Amount. Any scheduled increases for this certificate are shown in Section 1. The same underwriting classes will apply to all scheduled increases in supplemental Face Amount and to any Face Amount in force at issue. If you decline a scheduled increase or request a decrease in Face Amount, other than a decrease caused by a death benefit option change or partial withdrawal, then all future scheduled increases will be cancelled.

Accelerated death benefit

If one of the persons insured by your certificate has died and the last surviving person insured by the certificate is diagnosed with a terminal illness, you can apply to get any or all of your certificate's death benefit early. This is called *accelerating your death benefit*. You must submit your completed application to us along with documentation from a licensed physician certifying that the person with the terminal illness is expected to live 12 months or less. You can only get your death benefit early once, and we will make the payment in a lump sum.

You should consult a personal tax advisor before applying to get your death benefit early because the payment may be taxable. Getting your death benefit early may also affect your eligibility for Medicaid and other government assistance programs.

When determining the amount of death benefit provided by each layer of coverage, certificate value and premiums paid are allocated among layers in proportion to each layer's Face Amount. Death benefits provided by any riders attached to this certificate may be accelerated only if indicated in those riders.

The minimum amount you can apply for is \$50,000 or 25% of the death benefit available on the date we approve your application, whichever is less.

If we approve your application to accelerate your death benefit, we will deduct the following from the death benefit amount you have asked for before making a payment:

- one year of interest on the death benefit amount at a rate equal to the greater of:
 - the current yield on 90-day Treasury bills on the date we approve your application; or
 - the current maximum statutory adjustable certificate loan interest rate equal to the Moody's Corporate Bond Yield Average – Monthly Average Corporates, published by Moody's Investors Service, Inc., for the calendar month ending two months prior to the date we approve your application. If Moody's Corporate Bond Yield Average–Monthly Average Corporates is no longer published, we'll use a similar monthly average that's acceptable to the insurance department in the state where we delivered this certificate,
- an administrative expense charge of up to \$200;
- any unpaid amounts due within your certificate's grace period on the date we approve your application; and
- any outstanding loan amount on the date we approve your application, multiplied by the ratio of the amount of death benefit you are getting early to the total death benefit under your certificate on the date we approve your application.

If you only get part of your death benefit early, the rest of your certificate's death benefit will remain in place. We will continue to deduct monthly charges from your certificate value.

Here is how to apply to get your death benefit early:

- Submit your completed application, provided by us, along with documentation from a licensed physician certifying that the last surviving person insured by the certificate has a terminal illness and 12 months or less to live. The terminal illness cannot be caused by intentionally self-inflicted injuries.
- Submit due proof of death that the first insured has died.
- You need written consent in a form satisfactory to us from any irrevocable beneficiary or anyone to whom you have assigned the certificate before we can make a payment.
- If you are applying to get all of your death benefit early, send this certificate and any riders you have added with your application. If you are only applying for part of the death benefit, we will send you a certificate endorsement once we approve your application.
- The last surviving person insured by the certificate must be living and your certificate must be in force when we approve your application. If that person dies before we make the payment to you, we will pay the death benefit proceeds to your beneficiary.
- We will not approve your application if you are applying to get the death benefit to satisfy any judgments against you, to satisfy the claims of any creditor, or to apply for, receive or maintain any government sponsored benefit or entitlement, or any other form of public assistance.

How getting the death benefit early affects your certificate

If you choose to get all of your death benefit early, your certificate will end. That means it will no longer have any value.

If you choose to get only part of your death benefit early, we will reduce your Face Amount, certificate value and any outstanding loan amount by the ratio of the amount of death benefit you got early to the total death benefit on the date we approved your application.

When we reduce your Face Amount, we will first reduce any supplemental Face Amount layers of coverage from most recent to oldest. Then we will reduce base Face Amount layers of coverage from most recent to oldest.

Getting the death benefit early will not affect our rights to contest your certificate. You will find more about this in *Contesting the validity of your certificate*.

In the event of the suicide of either person insured by this certificate, while sane or insane, after an accelerated death benefit is paid and within two years from this certificate's issue date, the death benefit proceeds payable will be limited to the amount, if any, by which the premiums paid less any outstanding loan amount and withdrawals exceed the accelerated death benefit payment.

In the event of the suicide of either person insured by this certificate, while sane or insane, after an accelerated death benefit is paid and within two years from the effective date of an increase in Face Amount or a change in death benefit option for which evidence of insurability had been provided, our liability will be limited to any unaccelerated portion of the death benefit proceeds that would have been payable had such increase or change not taken effect. We will also refund to your certificate value any additional monthly charges associated with such increase or change.

We will provide a benefit payment notice to you at the time the accelerated death benefit payment is made by us. Such notice will reflect the dollar amount of the accelerated death benefit payment, the unaccelerated portion of this certificate's death benefit, if any, and any remaining Face Amount, certificate value or outstanding loan amount.

Charitable Giving Benefit

The Charitable Giving Benefit pays, upon the death of the last surviving insured, an additional death benefit, over and above the benefit described in the section of this certificate titled *The death benefit*. The additional benefit equals one percent (1%) of this certificate's base Face Amount, but the additional benefit can be no greater than \$100,000. Any Supplemental Face Amount does not increase the amount of the additional benefit. The Charitable Giving Benefit is only payable if you name a beneficiary for this benefit before the last surviving insured's death.

The designated beneficiary of the additional benefit must be an institution accredited as a charity with the IRS under section 501(c)(3).

Multiple beneficiaries may be provided and will share equally in the distribution unless you provide other instructions in a form satisfactory to us. Beneficiaries may be changed at any time during the life of the certificate.

If you accelerate your death benefit as described in Accelerated death benefits, the portion of the Charitable Giving Benefit corresponding to the amount of the accelerated death benefit will also be paid to the designated beneficiary of the Charitable Giving Benefit at the time of the acceleration.

All about premiums

Your certificate gives you the flexibility to vary the amount and timing of your premium payments. Limitations on varying the amount and timing of your premium payments are described below in *Making premium payments* and *Limits on the premium payments you can make*. We deduct a premium expense charge from each premium payment, and then allocate your net premium to the fixed account on the business day we receive your payment. You will find more about when our current charges may change in *Changing our charges*.

Making premium payments

You will find your minimum first premium payment in Section 1. It was due on your certificate's issue date. Your insurance coverage started when you paid this premium and we issued your certificate.

You can schedule the amount and frequency of the rest of your premium payments. We refer to scheduled premium payments as *planned premiums*. Here is how it works:

- You will find the amount and frequency of your planned premium in Section 1. You chose these on your enrollment form.
- You can change the amount and timing of your planned premium. Your planned premium must be at least \$50.
- We will send you a notice to remind you of your planned premium payment. We will not send a notice if you have chosen to make scheduled electronic payments. You are not required to make planned premium payments, but if you miss a payment, your certificate may be in danger of lapsing, which means your insurance coverage would end. Even if you make all your planned premium payments, your certificate could still lapse if its certificate value less any outstanding loan is not enough to cover your monthly charges. You will find more about lapsing in *Lapsing and reinstatement*.
- You can make additional premium payments of at least \$50 at any time.
- We reserve the right to limit total premium payments to \$500,000 within a certificate year.
- While this certificate is in force, we will accept premium payments while either person insured by the certificate is living and the younger insured has not yet reached age 120.
- We will treat any payment you make during the life of your certificate as a premium unless you tell us otherwise.
- After the first premium payment you must send all premium payments to our administrative office unless we tell you otherwise.
- The payment of planned premiums does not guarantee that your certificate will stay in force until the younger insured reaches age 120.

Limits on the premium payments you can make

Federal tax law may limit the amount of premium payments you can make.

If your certificate's tax test is the guideline premium test, we will refuse to accept all or part of a premium payment if, by accepting it, your certificate would no longer qualify as life insurance under federal tax law. You will find the tax test for this certificate in Section 1.

We may refuse to accept all or part of a premium payment if, by accepting it, your net amount at risk will immediately increase. We will accept your premium payment in this situation if you give evidence of insurability satisfactory to us.

If accepting all or part of a premium payment would cause your certificate to be classified as a modified endowment contract, we will refuse to accept all or part of that premium payment unless you tell us in writing to accept it. A modified endowment contract is still considered to be life insurance under federal tax law, but it does not receive all the tax advantages of other life insurance contracts.

If we return a premium payment to you, we will send it no later than 60 days after the end of the certificate year in which you paid the premium. We will not return a premium payment if it would cause your certificate to lapse. You will find more about lapsing in *Lapsing and reinstatement*.

Interest Crediting

The certificate value earns interest at a rate no less than the minimum annual rate shown in Section 1. We may offer a higher rate if we choose. The rate we offer on the fixed account may be different than the interest rate on the loan account.

Loans, withdrawals and surrenders

You can get access to all or some of your certificate value while your certificate is in force by making partial withdrawals or surrendering your certificate. You can also take out a loan from us using your certificate as collateral.

About loans

You can borrow money from us any time after *Your right to cancel this certificate* period ends and while at least one of the persons insured by the certificate is living. You should consult a personal tax advisor before taking out a loan.

When you borrow money from us, we use your certificate value as collateral. You pay interest on the amount you borrow. The certificate value set aside to secure your loan also earns interest. Here is how it works:

- The loan will take effect at the end of the business day we receive your request in writing.
- To secure the loan, we transfer an amount equal to the amount you are borrowing from your certificate value in the fixed account to the loan account.
- The amount of certificate value in the loan account earns interest. You will find more about the loan account later in this section. You will find more about how we calculate certificate value in the loan account in *Your certificate value*.
- Taking out a loan may affect your certificate value because the amount set aside in the loan account may earn interest at a different rate than certificate value in the fixed account.
- Interest owed on the amount you have borrowed accrues daily at an annual rate set by us. You will find more about our interest rates later in this section.
- Interest that has accrued during a certificate year is due on your certificate anniversary and whenever the certificate value less any outstanding loan is not enough to cover the monthly charge. If you do not pay the interest when it is due, we will add it to the amount of your loan and start accruing interest on the new balance from the date it was due.
- On each certificate anniversary, if your outstanding loan amount is greater than your certificate value in the loan account, we will transfer the difference from the fixed account to the loan account.

On any monthly charge date, if the outstanding loan amount plus the monthly charge exceeds the certificate value, your certificate will enter the grace period. You will find more about the grace period in *The grace period*.

How much you can borrow

- The minimum amount you can borrow is \$500. The maximum amount you can borrow is your certificate value.

Throughout this certificate, your *outstanding loan amount* means the amount in the loan account plus any interest you owe on any loans.

Loan interest rates

We charge you interest on your loan balance at a rate shown in Section 1.

Loan account interest rate

Amounts in the loan account earn interest. The annual interest rate will never be less than the guaranteed minimum interest rate for the loan account as indicated in Section 1.

Repayment of your loan

You can repay all or part of your outstanding loan amount any time while your certificate is in force. The minimum loan payment you can make is \$100 or your outstanding loan amount, whichever is less. We will not deduct a premium expense charge from any loan payment you make.

We will reduce your outstanding loan amount by the amount of your loan payment. We will also transfer the amount of your loan payment from the loan account to the fixed account.

If you do not repay your loan, we will deduct your outstanding loan amount from the death benefit proceeds when the last surviving person insured by the certificate dies. You will find more about this in *How death benefit proceeds are calculated*.

Making withdrawals

You can make withdrawals starting on your certificate's first anniversary as long as the certificate is in force and at least one of the persons insured by the certificate is living.

Here is how it works:

- We will process the withdrawal at the end of the business day we receive your written request.
- Each withdrawal must be at least \$500.
- We reserve the right to reduce the amount we send you by a \$20.00 service charge.
- We will send you a certificate endorsement showing you any changes in your certificate's benefits and values after you have made a withdrawal.
- We will not allow any withdrawal that prevents the certificate from qualifying as life insurance under federal tax law.
- If a withdrawal would cause your certificate to be classified as a modified endowment contract, we will not process the withdrawal until we receive your written confirmation of your acceptance of the classification as a modified endowment contract.

How withdrawals affect the Face Amount

If you have chosen death benefit Option B, making a withdrawal will not reduce your certificate's Face Amount. If you have chosen death benefit Option A or C, the Face Amount will be reduced by the amount withdrawn. Face decreases will be applied first to supplemental Face Amount layers from most recent to oldest and then to base Face Amount layers from most recent to oldest.

Surrendering your certificate

If you surrender your certificate for its cash surrender value, your insurance coverage under this certificate will end. The cash surrender value is your certificate value less any outstanding loan amount. We will calculate the cash surrender value on the business day we receive your signed request and that is the date our liability will end.

Your certificate value

Certificate value depends on the amount and timing of your premium payments, the interest rates on the fixed account and the loan account, certificate charges, how much you have borrowed or withdrawn from the certificate, and the level of certificate and rider benefits.

How we calculate your certificate value

Your certificate value is equal to the total amount allocated to the fixed account and the loan account. You will find more about the loan account in *Loans, withdrawals and surrenders*.

We will adjust your certificate value if we find out that you stated the age or gender of either of the persons insured by the certificate incorrectly on your enrollment form and at least one of the two people insured by the certificate is living. We will retroactively adjust the certificate value to reflect the monthly charges we should have deducted for the correct age or gender of either person. You will find more about this in *Monthly charges*.

Calculating certificate value in the fixed account

On the certificate date, the certificate value in the fixed account equals the net premiums allocated to this account less the first monthly charge deducted from this account.

To calculate total certificate value in the fixed account on any day, we start with the net premiums you have allocated to the account. Then we add any accrued interest and loan repayments.

Finally, we subtract:

- any monthly charges deducted from the account;
- any withdrawals you have made from the account; and
- any amounts transferred from the account to the loan account.

Calculating certificate value in the loan account

To calculate the total certificate value in the loan account on any day, we add:

- any amounts transferred into the account; and
- any interest credited to the account.

Finally, we subtract:

- any transfers out of the account.

Monthly charges

We deduct a monthly charge from your certificate value on each monthly charge date. We will stop deducting the monthly charge when the younger person insured by the certificate reaches age 120.

The monthly charge has three parts:

Certificate fee

You will find the guaranteed maximum certificate fee in Section 1.

Cost of insurance charge

Here is how we calculate the cost of insurance charge:

- first we divide the net amount at risk by \$1,000; and
- then we multiply that amount by the monthly cost of insurance rate per \$1,000 of net amount at risk.

Different cost of insurance rates may apply to the net amount at risk for the initial base Face Amount, each increase in the base Face Amount, and any supplemental Face Amounts you have asked for. The net amount at risk is equal to the death benefit divided by 1.00246627 minus the certificate value evaluated before the monthly charges have been deducted. The net amount at risk can never be less than zero.

When we are calculating net amount at risk, we allocate the certificate value and premiums paid to each layer of Face Amount in proportion to the total Face Amount. If we have increased your death benefit in accordance with the minimum death benefit, we allocate that increase to each layer of Face Amount in proportion to the total Face Amount.

The monthly cost of insurance rates for the net amount at risk of a layer of coverage are based on the issue ages, genders and underwriting classes of each of the persons insured by the certificate. They are also based on the number of years the layer has been in force.

The monthly cost of insurance rates for the initial base, initial supplemental, and scheduled supplemental Face Amounts will never be greater than the guaranteed maximum monthly cost of insurance rates shown in Section 1.

- **Administrative expense charge**
You will find the guaranteed maximum administrative expense charge in Section 1. Changes to the amount of any Face Amount layer, other than changes that eliminate the layer, do not impact the monthly amount of administrative expense charge applicable to that layer.
- **Charges for optional riders**
If you have added any riders to your certificate, applicable charges will be included in your monthly charges as outlined in Section 1 of your certificate.

Changing our charges

We may change our monthly cost of insurance rates, excess interest rates, premium expense charges, administrative expense charges, and certificate fees, if we change our future expectations for mortality, expenses, persistency, investment earnings, required reserves, required surplus, or federal, state or local taxes. The interest rates will never be less than the guaranteed minimum interest rates and the other rates and charges will never be greater than the respective guaranteed maximums. We will make any changes according to the procedures and standards on file with the insurance department of the state where we delivered this certificate.

Changes we make to rates and charges will be the same for all certificates that have the same Face Amount, death benefit option and certificate year, and where the persons insured by the certificates have the same issue ages, genders and underwriting classes. Changes will first apply on the next monthly charge date.

We will calculate changes in certificate cost factors prospectively. We will review interest rates at least once a year. We will review all other charges at least once every five years.

We will not change our charges more than once a month. We will not change our charges because of a change in the health or job of either of the persons insured by this certificate. We also will not change our charges to recoup any prior losses.

Lapsing and reinstatement

If your certificate value less any outstanding loan amount is less than the monthly charge on the date it is due, your certificate may lapse, which means you will no longer have any insurance coverage. If your certificate is in danger of lapsing, we will give you a grace period to pay the premium needed. If your certificate lapses, you have three years from the end of the grace period to apply for reinstatement. You cannot reinstate your certificate if you surrender it.

About lapsing

Generally, if your certificate value less any outstanding loan amount is not enough to cover the monthly charge on the date it is deducted, your certificate may lapse.

We will tell you the minimum payment you have to make in order to keep your certificate in force. You will be required to make a minimum payment that is enough to cover any accumulated unpaid monthly charges, including excess loan interest plus three current monthly charge deductions. We will send a lapse notice to you, any third party designated by you, and to anyone you have assigned your certificate to, at the most recent addresses we have in our records.

The grace period

We will give you a grace period of 61 days to make the minimum payment. The grace period will start on the date we send notice to you.

If we do not receive the minimum payment within the grace period, your certificate will lapse with no value. If your certificate lapses at the end of the grace period, we will return any payments you made to us during the grace period. We will always give you at least 15 days, but no more than 45 days written notice prior to having your certificate lapse at the end of the 61-day grace period described above. We will send a notice to you, and to anyone to whom you have assigned your certificate to, at the most recent addresses we have in our records.

Reinstating your certificate

If your certificate lapses, you have three years from the end of the grace period to apply for a reinstatement. If approved, we will reinstate the certificate only, excluding any riders. If only one person insured by the certificate is living, you can't reinstate the certificate if the other person died while the certificate wasn't in force.

We will approve the reinstatement of your certificate if you send us the following:

- an application provided by us;
- evidence of insurability satisfactory to us; and
- payment of:
 - any outstanding loan amount as of the date the certificate lapsed; or reinstatement of that amount;
 - all unpaid monthly charges as of the date the certificate lapsed; plus interest at an annual effective rate of 6% from the date the certificate lapsed to the date we reinstate it; and
 - a premium that is enough to cover three current monthly charge deductions.

We will reinstate your certificate on the date we approve the reinstatement or the date we receive the payment needed for reinstatement, whichever comes later. On the date we reinstate your certificate, the certificate value will increase by the amount you paid to reinstate it, less:

- any loan payment;
- any unpaid monthly charges with interest; and
- any premium expense charge.

If we reinstate your certificate on a monthly charge date, we will also deduct a monthly charge.

Payment methods for the death benefit proceeds and cash surrender value

You can choose to have the death benefit proceeds or the cash surrender value paid in a lump sum. Other settlement options may be available. Full payment of the death benefit proceeds to the person designated as entitled, discharges us from all claims under the certificate. You will find more about the cash surrender value in *Surrendering your certificate*.

Other things to know about your certificate

Entire contract

The entire contract issued to the certificate owner consists of this certificate; any attached additional benefit riders, endorsements, original enrollment form and any subsequent application(s) or enrollment forms for changes that are attached to this certificate. We relied upon the enrollment form(s) in issuing this certificate. All statements made in the enrollment form and any subsequent application(s) are assumed to be true to the best knowledge and belief of the person(s) making them. These statements in the absence of fraud are representations and not warranties. No statement will be used to void this contract or contest a claim unless it is a material misrepresentation contained in the enrollment form and any subsequent application(s).

Only our President, a Vice President or the Secretary may change the terms of this certificate or waive any of our rights or requirements under it.

Statements and reports we will send you

We will send you an annual statement. We may send you other periodic statements. The statements will give you information about your certificate, including:

- death benefit proceeds;
- Face Amount;
- current interest rates for the fixed account and loan account;
- certificate value;
- cash surrender value;
- any outstanding loan amount;
- premium payments you have made;
- premium expense charges we have deducted;
- monthly charges we have deducted; and
- any other information that is needed by law in the state where we delivered this certificate.

Illustrations

Starting on your first certificate anniversary; you can ask us to send you an illustration showing hypothetical projections of your certificate value and death benefit. We reserve the right to limit the number of illustrations to no more than one per certificate year.

Communicating with us

You should send all payments; and any correspondence to us; to our administrative office. You will find the address on the front cover of this certificate. You should always include your certificate number; your full name and current address; and the full names of the persons insured by the certificate.

When we process payments

We send out all payments from our administrative office. You will find the address on the front cover of this certificate.

We may delay making any withdrawals; loans; transfers and surrenders for up to six months. We will not delay a payment if it needs to be used as a premium payment for any certificate you may have with us. Payments of any amounts derived from premiums paid may be delayed until such time as we have received the funds.

We pay interest at an annual rate of [8]% from the date of the death of the surviving person insured to the date death benefit proceeds are paid if we delay payment of death benefit proceeds in excess of 30 days.

All payments we make to you under this certificate are exempt from the claims of any creditors; to the extent allowed by law. You cannot assign or withdraw payments before we make them without our consent.

Misstatement of age or sex

If; after the death of both insureds; we find out that you stated the age or gender of either of the persons insured by the certificate incorrectly on your enrollment form; we will adjust the death benefit before we calculate the death benefit proceeds. The death benefit will be the amount that you could have bought with your last monthly cost of insurance charge at the correct age or gender. If you have any riders; the death benefit for them will be the amount that you could have bought with your last monthly rider charge at the correct age or gender.

Contesting the validity of your certificate

With respect to each life insured; this certificate will be incontestable after it has been in force during the lifetime of that insured for two years from its issue date. If the death of the first insured to die occurs within two years after the issue date; we will not contest this certificate due to a material misrepresentation concerning only such insured; after 12 months have elapsed since we received proof of death of such insured. If we successfully contest this certificate during the first two years; we will refund your premiums.

With respect to each life insured; the amount of any increase in the death benefit due to a death benefit option change subject to evidence of insurability will be incontestable after such change has been in force during the lifetime of that insured for two years from the date the change takes effect. If the Face Amount has been increased subject to evidence of insurability; such increase will be incontestable after it has been in force during the lifetime of that insured for two years from the date the increase takes effect. If the death of the first insured to die occurs within two years after the effective date of a change of the death benefit option or an increase in the Face Amount subject to evidence of insurability; we will not contest this certificate due to a material misrepresentation concerning such insured; after 12 months have elapsed since we received proof of death of such insured. If we successfully contest a death benefit option change or an increase in Face Amount subject to evidence of insurability; the death benefit will be what would have been payable had such change or increase not taken effect. We will refund to your certificate value any additional cost of insurance; administrative expense and rider charges associated with such increase or change.

With respect to each life insured; if this certificate is reinstated; statements made in the reinstatement application will be incontestable after this certificate has been in force during the lifetime of that insured for two years from the reinstatement date. If the death of the first insured to die occurs within two years after the date of reinstatement; we will not contest this certificate due to a material misrepresentation concerning only the first insured to die more than 12 months after receipt of proof of such death.

If this certificate is issued as a result of a conversion option from another insurance contract issued by us; the contestable period will be measured from the issue date of such originating contract.

The contestable period of any additional benefit rider attached to this certificate is stated in the rider.

If a person insured by the certificate commits suicide

In the event of the suicide of either person insured by this certificate; while sane or insane; within two years from this certificate's issue date our liability will be limited to the amount of premiums paid less any outstanding loan amount and any withdrawals.

In the event of the suicide of either person insured by this certificate; while sane or insane; within two years from the effective date of any increase in Face Amount or death benefit option change for which evidence of insurability had been provided; our liability will be limited to the death benefit that would have been payable had the increase or change not taken effect. We will also refund to your certificate value any additional cost of insurance; administrative expense and rider charges associated with such increase or change.

If this certificate is issued as a result of a conversion option from another insurance contract issued by us; the suicide period will be measured from the issue date of such originating contract.

The suicide exclusion of any additional benefit rider attached to this certificate is stated in the rider.

Certificate calculations

The values under this certificate comply with the laws of the state where we delivered this certificate. We have filed a detailed statement showing how we calculate these values with the state insurance department.

We base the net single premiums used for the cash value accumulation test on the 2001 Commissioners' Standard Ordinary Mortality Tables using the ages as of nearest birthday; genders; and if applicable; the tobacco use status of each of the persons insured by the certificate. We use an annual interest rate of [4]%.

We use the same mortality tables to calculate guaranteed maximum cost of insurance rates; taking into account the number of certificate years and the issue ages; genders and underwriting classes of each of the persons insured by the certificate. Separate scales of the guaranteed maximum cost of insurance rates apply to substandard underwriting classes.

Dividends

This certificate is a non-participating certificate and does not pay dividends.

Section 3 —Some definitions

administrative office

the office you must contact to exercise any of your rights under the certificate. You should send all payments and requests to:

TIAA-CREF Life Insurance Company
[P.O. Box XXX
Atlanta; GA 31139]
[1 877 694 0305]

age

a person's age as of the nearest birthday to the certificate date (the issue age shown in Section 1); plus the number of full certificate years completed since the certificate date. We increase "age" by one year on each certificate anniversary.

administrative expense charge

the administrative expense charge is a monthly charge to help cover our sales costs.

base layer

any portion of base Face Amount issued on the same date. Different layers of coverage will be subject to distinct treatment in accordance with the various provisions of the certificate.

business day

any day that we are open for business. It usually ends at 4:00 pm Eastern Time. If we receive your payment or request after the end of a business day; we will process it as of the end of the next business day.

cash surrender value

your certificate value less any outstanding loan amount.

certificate anniversary

the same date of each calendar year as the certificate date shown in Section 1.

certificate date

the effective date of this certificate shown in Section 1. Certificate months; certificate years and certificate anniversaries are measured from the certificate date. If the certificate date is February 29; the certificate anniversary in calendar years that are not leap years will be February 28.

certificate value

the total amount in the fixed account and the loan account.

certificate year

a year that starts on the certificate date or on a certificate anniversary.

death benefit proceeds

the amount we pay to your beneficiaries when we receive due proof of the death of both persons insured by the certificate. The amount equals the death benefit under the death benefit option you have chosen minus any outstanding loan amount and any overdue monthly charges.

face amount

the amount of insurance coverage you have chosen (the initial Face Amount in Section 1); plus any increases in Face Amount; less any decreases in Face Amount.

federal tax law

Section 7702 of the Internal Revenue Code of 1986 and any successor provisions.

fixed account

investment option supported by our general account. The certificate value allocated to this account earns interest at a rate no less than the guaranteed minimum rate of interest; shown in Section 1.

in force

when our obligations under the certificate begin once we receive your first premium payment and issue this certificate. Your certificate will be in force until both persons insured by the certificate die; the grace period expires and your certificate lapses; or you surrender or exchange your certificate.

initial face amount

the Face Amount on the issue date; which includes the base and supplemental Face Amounts; shown in Section 1.

issue age

the age; shown in Section 1; of each person insured by the certificate as of the nearest birthday to the certificate date.

issue date

the day; shown in Section 1; that we issued this certificate at our administrative office. We measure the suicide and contestability periods from the issue date.

layer of coverage

see base layer and supplemental layer.

layer year

the number of years since the layer of coverage has been in effect.

licensed physician

an individual licensed to practice medicine in the state in which this certificate is delivered and who is acting within the scope of such license. A licensed physician does not include you; the persons insured by the certificate; or a person who lives with you or the persons insured by the certificate.

loan account

an account within our general account to which we transfer certificate value from the fixed account as collateral when you take out a certificate loan. The certificate value in the loan account earns interest at a rate no less than the guaranteed minimum rate for loans described in Section 1.

modified endowment contract

a special kind of life insurance certificate that is defined in Section 7702A of the Internal Revenue Code. It does not receive the same tax advantages as other life insurance certificates.

monthly charge date

the day we deduct the monthly charge from your certificate value. It is the same date of each calendar month as the certificate date or it is the last day of the month if that comes first.

net amount at risk

the amount we use to calculate the cost of insurance charges for this certificate and any riders you have added. It can never be less than zero. We calculate it by dividing the amount of death benefit by a monthly interest factor of 1.00246627. Then; from this amount; we subtract the certificate value evaluated before we deduct any monthly charges.

net premium

any premium payment; less a premium expense charge; that we allocate to the fixed account.

outstanding loan amount

the amount in the loan account plus any unpaid and accrued interest you owe.

premium expense charge

prior to allocation of Premium; we deduct a specific Premium Expense Charge from each Premium to defray our sales costs and related taxes.

supplemental layer

any portion of supplemental Face Amount issued on the same date. Different layers of coverage will be subject to distinct treatment in accordance with the various provisions of the certificate.

tax test

the Internal Revenue Code Section 7702 test shown in Section 1 that we use to calculate your certificate's minimum death benefit and the maximum amount of premium you can pay. Once we issue your certificate; the tax test cannot be changed.

underwriting class

a class we assign to each person insured by the certificate and use to calculate cost of insurance charges. Classes are based on health; whether or not each person uses tobacco and other non-medical factors. Classes include any flat and temporary extra mortality charges.

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Key features of your Flexible Premium Last Survivor Universal Life Insurance Certificate

- **Adjustable death benefit**
- **Flexible premiums payable during either insured's lifetime**
- **Charitable Giving Benefit**
- **Pays death benefit proceeds when the last surviving person insured by the certificate dies**
- **Can be cashed in for its cash surrender value**
- **Non-Participating certificate. This certificate does not pay dividends**
- **Accelerated Death Benefit option; but you should consult a personal tax advisor first because the payment may be taxable**